FOI #13778

ERIC V. KLEINER, ESQ.
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**member of NY, NJ & DC Bars*

PORT AUTHORITY OF NEW YORK AND NEW JERSEY
ATTN: SECRETARY OF THE PORT AUTHORITY
AND ATTN: FOI ADMINISTRATOR
225 PARK AVENUE SOUTH, 17TH FLOOR
NEW YORK, NY 10003-1780

ORIGINAL

SENT VIA FACSIMILE TO 212-435-7555 AND SENT VIA US MAIL

Re: FOIL REQUEST AND/OR FOIC/PA REQUEST FOR RECORDS

Dear Secretary of the PA and FOI Administrator:

I AM MAKING THE FOLLOWING FOIL AND/OR FOIC/PA REQUEST TO YOUR AGENCY. PLEASE PROVIDE THE RECORDS IN RESPONSE TO THE FOLLOWING QUESTIONS IN ACCORDANCE WITH LAW AND PROTOCOL:

1. With respect to employee post-retirement health/medical benefits (excluding vision and dental), from 7/1/00 to 3/28/12, provide all electronic and tangible materials, including but not limited to Employee Handbooks, Retiree (non-represented) personnel Informational Benefits Sheets, and Human Resource Department Benefit Program Updates/Policy Changes generated by the Port Authority of New York and New Jersey ("PA") and/or sent/and/or delivered by the PA to the Union representing its employees [Maintenance Division of the Building and Construction Trades Council For Greater New York (the "union" or BTU")] and/or to the non-represented employees directly or indirectly that explain, define, and/or summarize the vesting or accrual of rights of unclassified or non union PA employees who had at least five (5) years or more full time employment with the PA but less than twenty-five (25) years of full time employment with the PA and were at least 55 years of age.

2. Provide all tangible material, including that which is in electronic form, evidencing changes, modifications, additions, and/or deletions made by the PA, and the reasons or explanations for such changes, modifications, additions and/or deletions, with regard to the vesting or accrual rights to health benefits or the contribution requirements for cost of health benefits (excluding vision and dental care) from 1/1/00 to present with regard to non-represented PA

employees who have at least five (5) years or more full time employment with the PA but less than twenty-five (25) years of full time employment with the PA and are at least 55 years of age, and if such documents exist, provide all tangible and electronic evidence of any notice that was given to such employees of such changes, modifications, additions, and/or deletions.

3. From 1/1/00 to present, provide any Union and/or PA documents, electronic data, and/or tangible material that pertain to any notice given to non-represented employees as to any updates, changes, modification, additions, and/or deletions as to health benefits, and further provide any opener and/or re-opener provisions pertaining to vested or accrued health benefits for non-represented PA employees.

4. From 1/1/00 to present, provide any agreements, policies, administrative instructions or similar documents, including, but not limited to, Collective Bargaining Agreements between the union, PA and/or with non-represented employees wherein notice of changes made with respect of the rights of non-represented employees of the PA are to be published for notification via union officials or union representatives.

5. From 1/1/00 to present, provide a complete list of the names and dates of retirement of all former non-represented full time employees who had at least five (5) years of full time employment with the PA but less than twenty-five (25) years of full time employment with the PA and who were at least 55 years of age and received, at no cost upon retirement, the group or individual health plan that these employees had before retirement.

I AGREE TO PAY FOR ALL COPIES MADE AND WILL FURTHER AGREE IN LIEU OF AN INSPECTION OF RECORDS OR THE PROVIDING OF HARD COPIES TO RECEIVE SAME ELECTRONICALLY IN THE MAIL IN DISC FORM AND/OR VIA MY EMAIL ADDRESS: erickleiner@verizon.net.

Respectfully Submitted:

ERIC V. KLEINER, ESQ.

DATED: 2-21-13

ORIGINAL

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

April 12, 2013

Eric V. Kleiner, Esq.
385 Sylvan Avenue, Suite 29, 2nd Floor
Englewood Cliffs, NJ 07632

Re: Freedom of Information Reference No. 13778

Dear Mr. Kleiner:

This is a response to your February 21, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of records related to the PA's health/medical benefits (excluding vision and dental) from January 1, 2000 to present.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13778-O.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (1) of the Code.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

UNITED HEALTHCARE PLAN
OVERVIEW

The United Healthcare Plan offers complete freedom in choosing healthcare providers and facilities. Members can use a network provider for a $5 co-payment, and can also see specialists or other physicians (for second opinions) without a referral from a primary care physician. If an out-of-network provider is used, reimbursement resembles that of a traditional indemnity plan, subject to deductibles, co-insurance, and reasonable and customary rates. The plan, in effect, is an indemnity plan with an in-network feature that can save you money.

Highlights of coverage under the plan:

- No requirement to choose a primary care physician.
- No pre-certification required in- or out-of-network.
- Freedom to use a specialist (or any doctor) without a referral.
- Lab, x-ray and anesthesia costs reimbursed at 100% of reasonable and customary charges.
- Unlimited Lifetime Major Medical Maximum.
- Single carrier that pays for hospital and surgical/major medical services.
- An annual physical exam ($5 co-pay) if you use a United Healthcare network physician.
- Routine pediatric care reimbursed at 100% in network and 100% of reasonable & customary charges out-of-network.
- If you utilize an out-of-network provider:
  - Reimbursement at 80% of reasonable and customary charges.
  - Annual deductibles of $50/100 for individual/family.
  - Out-of-pocket annual maximum of $1,000 of eligible expenses (in addition to the deductible).
- A customer service team and phone number dedicated solely to servicing Port Authority/PATH employees.

In addition, the following health promotion benefits are provided through United Healthcare:

- A 24-hour nurse advice line;
- A toll-free medical tape library;
- Bi-monthly issues of Taking Care, an informative health care newsletter;
- A copy of Taking Care, a self-help guide to your family's health care.

For additional information on the plan, call United Healthcare directly at (877) 259-1391.

Hired Before1/1/2004

EXPRESS SCRIPTS

Information About Your Prescription Drug Card Benefit Plan

FOR CUSTOMER SERVICE CALL (800) 467-2006

YOUR IDENTIFICATION CARDS

One identification card will be provided for single employees and two cards will be provided for family coverage. If you have an eligible dependent living away from home, you may request an additional identification card by contacting Express Scripts. Bring your card with you each time you need to fill a prescription at your local participating pharmacy. In the event you or an eligible dependent forget the card or misplace it, the pharmacy can still identify you as a customer if you can provide the social security number of the covered Port Authority/PATH employee and the Plan sponsor number (PA 1395, PATH 1419). Lost cards can be replaced by contacting Express Scripts at the number above.

THE BENEFIT

Your program covers all medications which require a prescription by either State or Federal law and are prescribed by a licensed medical practitioner.

The co-pay is $2 for generic drugs and $5 for name brand drugs.

Insulin is covered by prescription only.

Insulin syringes and needles are by prescription only.

Prescriptions will be dispensed as written by the physician up to a 30-day supply.

All refills will be dispensed according to your physician's directions.

Contraceptives are available through mail order only.

Maintenance drugs used on a long-term basis must be filled through mail order after the first refill. Prescription vitamins can be filled once at retail pharmacist and then refilled through mail order.

There is no limit to the number of prescriptions allowable through your prescription drug program.

EXCLUSIONS

Medications lawfully obtainable without a prescription – excluding: insulin/devices or appliances– support garments or other non-medicinal substances/administration charges for drugs or insulin/ investigation or experimental drugs/unauthorized refills/prescriptions covered without charge under Federal, State or local programs including Workman's Compensation/medications for eligible confined to a rest home, nursing home, sanitarium, extended care facility, hospital or similar entity/medication used for cosmetic purposes are excluded (e.g., Rogaine/Monoxidil for hair restoration and Retin-A for individuals over 25 years old).

HOW TO USE THE BENEFIT

To fill a prescription, present your identification card to one of the participating pharmacies. Express Scripts can assist you with the name of a pharmacy located in your area if you are not familiar with one.

At the pharmacy, you will be asked to sign for the prescription and pay $2 for generic drugs or $5 for brand name drugs for each prescription or refill up to a thirty-day supply. If you are using a maintenance medication on a long-term basis for chronic ailments such as high blood pressure, heart conditions, diabetes, asthma, arthritis, etc., you will be required to use the Mail Order Program to fill your prescription after the first refill.

MAIL ORDER PROGRAM

The Mail Order Program allows members to receive large quantities of maintenance medications delivered directly to their residence or other specified location. The cost is $2 for generic drugs or $5 for brand name drugs for each mail order prescription or refill that is dispensed, up to a 90-day supply. There is no charge to the employee for postage.

OUT OF NETWORK USAGE

If you are traveling or experience an emergency which necessitates the use of a pharmacy that is not part of the network, you can get reimbursed by paying the full cost of the prescription to the pharmacy and submitting a claim form to Express Scripts. Claim forms can be obtained by calling the customer service line or from the HRD Enet website. Following your claim submission, you will be reimbursed all but the applicable co-payment for eligible medications. Please bear in mind that your use of pharmacies within the network is necessary to keep plan costs in line and, thereby, preserve current benefit levels.

DENIED CLAIMS

If coverage is denied, you can contact Express Scripts at 1-800-467-2006. Express Scripts will send you a written decision explaining the reason for the denial.

YOUR PHARMACIST

Pharmacists are more than just experts on drugs. Their professional role in the health care field is expanding dramatically and they are, more than ever, becoming a vital part of the health care delivery system.

Remember they are always willing to assist you or your physician with the best possible pharmaceutical advice available. Ask your pharmacist any questions regarding your prescription.

UNITED HEALTHCARE PLAN
OVERVIEW

The United Healthcare Plan offers complete freedom in choosing healthcare providers and facilities. Members can use a network provider for a $5 co-payment, and can also see specialists or other physicians (for second opinions) without a referral from a primary care physician. If an out-of-network provider is used, reimbursement resembles that of a traditional indemnity plan, subject to deductibles, co-insurance, and reasonable and customary rates. The plan, in effect, is an indemnity plan with an in-network feature that can save you money.

Highlights of coverage under the plan:

- No requirement to choose a primary care physician.
- No pre-certification required in- or out-of-network.
- Freedom to use a specialist (or any doctor) without a referral.
- Lab, x-ray and anesthesia costs reimbursed at 100% of reasonable and customary charges.
- Unlimited Lifetime Major Medical Maximum.
- Single carrier that pays for hospital and surgical/major medical services.
- An annual physical exam ($5 co-pay) if you use a United Healthcare network physician.
- Routine pediatric care reimbursed at 100% in network and 100% of reasonable & customary charges out-of-network.
- If you utilize an out-of-network provider:
  - Reimbursement at 80% of reasonable and customary charges.
  - Annual deductibles of $200/400 for individual/family.
  - Out-of-pocket annual maximum of $1,000 of eligible expenses (in addition to the deductible).
- A customer service team and phone number dedicated solely to servicing Port Authority/PATH employees.

In addition, the following health promotion benefits are provided through United Healthcare:

- A 24-hour nurse advice line;
- A toll-free medical tape library;
- Bi-monthly issues of Taking Care, an informative health care newsletter;
- A copy of Taking Care, a self-help guide to your family's health care.

For additional information on the plan, call United Healthcare directly at (877) 259-1391.

EXPRESS SCRIPTS
SUMMARY PLAN DESCRIPTION
Information About Your Prescription Drug Card Benefit Plan

For Customer Service Call (800) 467-2006

YOUR IDENTIFICATION CARDS

One identification card will be provided for single employees and two cards will be provided for family coverage. If you have an eligible dependent living away from home, you may request an additional identification card by contacting Express Scripts. Bring your card with you each time you need to fill a prescription at your local participating pharmacy. In the event you or an eligible dependent forget the card or misplace it, the pharmacy can still identify you as a customer if you can provide the social security number of the covered Port Authority/PATH employee and the Plan sponsor number (PA 1396, PATH 1420). Lost cards can be replaced by calling the number above.

THE BENEFIT

Your program covers all medications that require a prescription by either State or Federal law and are prescribed by a licensed medical practitioner.

The co-pay is 15% (minimum of $2 for generic drugs and minimum of $5 for name brand drugs).

Insulin is covered by prescription only.

Insulin syringes and needles are by prescription only.

Prescriptions will be dispensed as written by the physician up to a 30-day supply.

All refills will be dispensed according to your physician's directions.

Contraceptives are available through mail order only.

Maintenance drugs used on a long-term basis must be filled through mail order after the first refill. Prescription vitamins can be filled once at retail pharmacist and then refilled through mail order.

There is no limit to the number of prescriptions allowable through your prescription drug program.

EXCLUSIONS

Medications lawfully obtainable without a prescription excluding: insulin/devices or appliances–support garments or other non-medicinal substances/administration charges for drugs or insulin/investigation or experimental drugs/unauthorized refills/prescriptions covered without charge under Federal, State or local programs including Workman's Compensation/medications for eligible confined to a rest home, nursing home, sanitarium, extended care facility, hospital or similar entity/medication used for cosmetic purposes are excluded (e.g., Rogaine/Monoxidil for hair restoration and Retin-A for individuals over 25 years old).

HOW TO USE THE BENEFIT

To fill a prescription, present your identification card to one of the participating pharmacies. Express Scripts can assist you with the name of a pharmacy located in your area if you are not familiar with one.

At the pharmacy, you will be asked to sign for the prescription and pay 15% (minimum of $2 for generic drugs and minimum of $5 for name brand drugs) for each prescription or refill up to a thirty-day supply. If you are using a maintenance medication on a long-term basis for chronic ailments such as high blood pressure, heart conditions, diabetes, asthma, arthritis, etc., you will save money by using the Mail Order Program to fill your prescription.

MAIL ORDER PROGRAM

The Mail Order Program allows members to receive large quantities of maintenance medications delivered directly to their residence or other specified location. The cost is 15% (minimum of $2 for generic drugs and minimum of $5 for name brand drugs) for each mail order prescription or refill that is dispensed, up to a 90-day supply. There is no charge to the employee for postage.

OUT OF NETWORK USAGE

If you are traveling or experience an emergency which necessitates the use of a pharmacy that is not part of the network, you can get reimbursed by paying the full cost of the prescription to the pharmacy and submitting a claim form to Express Scripts. Claim forms can be obtained by calling the customer service line and from the Express Scripts or HRD Enet websites. Please bear in mind that your use of pharmacies within the network help keep plan costs in line and, thereby, preserve current benefit levels.

FULL TIME STUDENTS OVER AGE 19

Dependent children are covered until the end of the calendar year in which they turn age 19. This coverage may be extended through the end of the month in which the child graduates from college, or through the end of the calendar year the child turns age 26, <u>if</u> he or she is single, attending an accredited educational institution full time and dependent on the employee for support.

YOUR PHARMACIST

Pharmacists are willing to assist you or your physician with pharmaceutical advice. If you have questions about your medication, you may wish to contact your physician and/or your pharmacist.

DENIED CLAIMS

If coverage is denied, you can contact Express Scripts at 1-800-467-2006. Express Scripts will send you a written decision explaining the reason for the denial.

HIPAA / PRIVACY STATEMENT

A federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires that health plans (Plan) protect the confidentiality of your private health information. A complete description of your rights under HIPAA can be found in the Port Authority/PATH sponsored group health plans' privacy notice, distributed on April 14, 2003, and available upon request.

This Plan will not use or further disclose information that is protected by HIPAA ("protected health information") except as necessary for treatment, payment, health plan operations and plan administration, or as permitted or required by law. By law, the Plan has required Express Scripts to also observe HIPAA's privacy rules. Further, the Plan will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee/retiree benefit plan of the Plan Sponsor.

Under HIPAA, you have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.

THE PORT AUTHORITY OF NY & NJ

MEMORANDUM

Human Resources Department

To: Louis J. LaCapra

From: Mary Lee Hannell

Date: January 3, 2011

Subject: **RETIREE VESTING AND CONTRIBUTIONS**

Ref.: Office Memorandum 6-96; dated March 22, 1996

Copy To: J. Basile, R. Cherkis

After conducting research in response to New Jersey's request for information concerning employee benefits, I have reviewed historical documents and have found that an earlier authorization describing vesting of retiree benefit contributions has been inconsistently applied over the years. More specifically, non-represented employees retiring with less than 25 years of Port Authority service would remain eligible for health, dental and life insurance benefits provided they contributed 50% of the Port Authority's benefit costs.

This memorandum serves to affirm with you the original intent of the 1996 authorization and, effective immediately, implement the retiree vesting and contribution schedule, as noted below:

- Non-represented employees who retire with less than twenty-five years of Port Authority service remain eligible for Port Authority medical, dental and life insurance benefits provided they contribute 50% of the full benefits costs to the Port Authority.
- Non-represented employees who retire with twenty-five or more years of Port Authority service remain eligible to receive medical, dental and life insurance benefits without contribution.

Mary Lee Hannell
Director

Concurred: _____ Date: 3 Jan 2011
Louis J. LaCapra
Chief Administrative Officer

THE PORT AUTHORITY OF NY & NJ — MEMORANDUM

TO: Louis J. LaCapra, Chief of Staff
FROM: Rosetta A. Jannotto, Employee Benefits Manager
DATE: February 14, 2002
SUBJECT: HUMAN RESOURCES POLICY – RETIREE BENEFITS

COPY TO: L. Hofrichter, P. Segalini

Below for your review and concurrence is an update to the Human Resources Policy that resulted from approval of Office Memorandum 6-96, dated March 22, 1996 regarding retiree benefits for employees not represented for collective negotiations:

Group Health Insurance
Affected employees who retire after July 1, 1996 are eligible to participate in the Preferred Provider health option, with a separate prescription program. Employees will also have the option to be enrolled in the vision program. These benefits are provided both on an individual and family basis at no cost into retirement. The current indemnity health plan and any health maintenance organizations are not available options into retirement. Affected employees who retire on or after July 1, 2000 will also be reimbursed Medicare Part B premiums for themselves and their spouse.

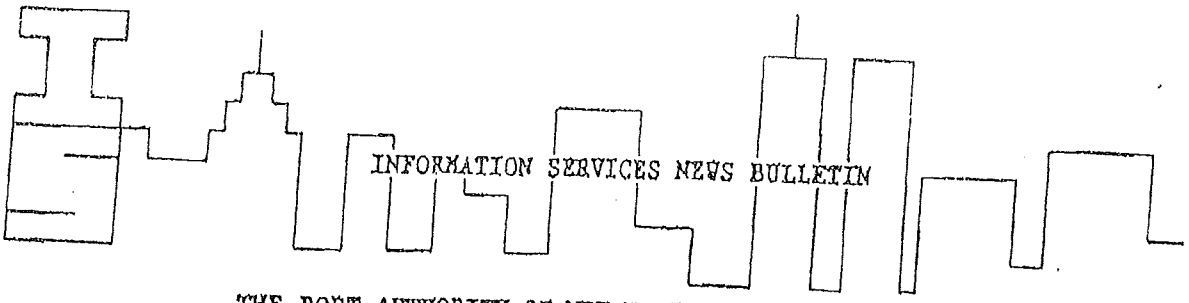
Group Life Insurance
Affected employees retiring on or after July 1, 1996 who have 25 or more years of Port Authority service will be eligible to continue their group life insurance into retirement with no required contributions. Affected employees retiring with less than 25 years of Port Authority service will be eligible to continue their group life insurance into retirement, however, they will be required to contribute 50% of the retiree cost of providing that insurance benefit.

Effective April 1, 2001 there is an additional death benefit for staff who are Tier I members with the New York State and Local Employees' Retirement System and have attained 55 years of age with at least 30 years of Port Authority service. Effective January 1, 2002 this benefit may be continued into retirement without the declining balance provision of the group term life insurance program.

Group Dental Benefit
Affected employees who retire on or after July 1, 1996 may be enrolled in the Reasonable and Customary group dental insurance plan. This benefit is provided on an individual and family basis for employees with 25 or more years of Port Authority service with no required contributions. Affected employees with less than 25 years of Port Authority service will be required to contribute 50% of the retiree cost of providing that insurance. All affected employees may be enrolled in the Schedule of Allowances Plan or Dentcare, with no required contribution.

Concurrence:
Louis J. LaCapra
Chief of Staff

TOTAL P.2



THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
Office of the Executive Director

OFFICE MEMORANDUM 6-96

March 22, 1996

In mid-February, I asked Department Directors to develop specific cost saving proposals in order to fund 1996 merit increases for non-represented staff. To date, we have received promising proposals from a number of departments, and we are awaiting final proposals from others. We are in the process of analyzing these submissions and will communicate the results shortly.

In addition, in an effort to provide increased quality health care options while controlling the rising cost of health care benefits, we are implementing, for non-represented employees, changes to our health benefits. In addition to the indemnity and HMO options, employees will now be offered a new option, at no cost to them, known as a "Point of Service" Plan (POS). This plan combines the best features of a Health Maintenance Organization (HMO) plan with the flexibility of traditional indemnity insurance as employees decide which physicians and hospitals to use for medical care.

The POS plan we've chosen is through Oxford Health Plans. It includes one of the most extensive and best qualified networks of service providers, involves no paperwork for services obtained in-network, and in-network physicians including specialists, hospitals and surgical services are generally covered at virtually 100%. In addition to covering medical treatments for illness or injury, this plan also covers well care visits and annual examinations, as well as prescription drugs with a small co-payment. The Point of Service Plan has the added feature of allowing participants the flexibility to choose service providers outside of the plan network; as with the traditional indemnity plan, out-of-network services are subject to deductibles and a co-payment. Employees who remain in the current indemnity health plan offered through The Prudential Insurance Company of America and hospital service through Empire Blue Cross will be required to contribute to this plan. Since retired employee benefits also represent a considerable and growing cost to the Port Authority, retiree contributions for benefits based on a new vesting schedule will be implemented for employees who retire on or after July 1, 1996.

Complete details concerning the above benefit changes will also be forwarded to you shortly in an announcement from the Director of Human Resources, Louis J. LaCapra.

ORIGINAL SIGNED BY:

George J. Marlin
Executive Director

HRP 6.02: Group Health Plans (Medical, Dental, Vision, Prescription)

Applies To:	All Port Authority/PATH Employees	AI:	NA
Frequently Asked Questions:	FAQ 6.02	Revised:	March, 2012
Attachments:	Summary of Changes Eligibility Definitions and Required Documentation PA Form PA2298 Port Authority Contribution Grid		

Business Manager Instructions
Disclaimer

CONTENTS

Employee Group Health Plan Enrollment
Deleting Dependents
Using Group Health Plan

INTRODUCTION

The Port Authority offers group medical, dental, vision and prescription coverage to eligible Port Authority and Port Authority Trans-Hudson (PATH) employees and their eligible dependents. The benefits that the Port Authority provides are consistent with the requirements of applicable Federal Laws. Group Health plan coverage commences 31 days after the hire date for non-represented permanent, probationary and project employees.

Contributions to the cost of benefits for active non-represented employees are currently determined based on the employee's gross annual salary and their elected coverage level (i.e., Individual, Parent/Child (ren) or Couple/Family). Staff should consult the Port Authority Contribution Grid regarding contribution rates.

Contributions for retired non-represented employees are currently determined based on years of Port Authority/PATH service and the date of Port Authority/PATH retirement. Staff should consult, Retirement, Frequently Asked Questions, to obtain post-retirement contribution information.

Represented employees should consult their Memoranda of Agreement regarding the eligibility requirements for their benefits.

PROCEDURE

Employee Group Health Plan Enrollment

1. Employee benefits information for new employees is provided during new hire orientation. Current non-represented staff can obtain this information from the Employee Benefits Division.

   During the orientation, employees will:

   a. Receive a written summary of their specific benefits package, which includes a review of deductibles and co-payments, as well as the rate for payroll deductions for benefits.

   b. Complete their benefits selection forms.

2. Employees adding eligible dependents to their group health plans must provide supporting documents. Dependents will not be added to coverage if the appropriate documents are not provided.

   The Port Authority offers health care coverage for eligible dependents, which currently includes:

   a. Spouse, children, stepchildren, grandchildren, same sex Domestic Partner and dependent children with disabilities.

   b. For additional information on dependent status, dependent age, and valid documentation for adding a dependent, please refer to Eligibility Definitions and Required Documentation.

3. Employee Benefits representatives will enroll new employees in their selected group health plans.

4. Once enrolled, employees will receive proof of enrollment from their group health plan provider.

Deleting Dependents

To help control the cost of health plan benefits, each employee is responsible for deleting those dependents who no longer qualify for benefits.

1. To delete an ineligible dependent, the employee is required to complete an Employee Personal Status Change Form PA2298 within 60-days of the disqualifying event.
2. Consistent with the terms of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Port Authority offers employees the option to continue coverage for dependents.

    a. Once the Personal Status Change Form is processed, a third party administrator will send the employee a COBRA package and the employee will have the option to continue the ineligible dependents coverage.

    b. The employee has 60 days from the date on the cover letter contained in the package of COBRA materials to make an election.

    c. Employees have up to 45 days after their COBRA election to submit their first payment.

3. Employees failing to drop an ineligible dependent in a timely manner may face consequences, including but not limited to, reimbursing the Port Authority for any claims paid, collection actions, employee discipline (up to and including termination) and/or referral to appropriate authorities.

Using Group Health Plan

1. Group health plans become effective thirty-one (31) days after an employee's hire date.

    When visiting service providers, the employee must present the appropriate proof of enrollment or claim form. Claim forms can be found on the Human Resources Department (Employee Benefits) eNet site. Please refer to the instructions on each claim form for reimbursement.

2. After visiting a service provider, the employee will receive an Explanation of Benefits statement (EOB) from their health plan provider for services rendered to the employee or the employee's eligible dependent(s). It is the employee's responsibility to review the EOB to ensure that it accurately reflects the services rendered. Such employee oversight helps to control the cost of health plan benefits.

3. Employees should contact their health plan providers if they discover discrepancies in their EOBs.

4. Additional information regarding specific group health plan benefits can also be obtained from Summary Plan Descriptions and group health plan provider websites.

As the Port Authority implements changes to compensation, benefits, and vacation, this web page will serve as a central source of information. Below you will find descriptions of these changes, implementation dates, frequently asked questions, and any other associated documents, schedules, or forms you may need. In addition to the information below, there are multiple avenues available to you where you can get clarification or answers to your questions. We've identified a **Catalyst Group**, consisting of employees in every department and facility, who are equipped with information. In addition, as always, your **HR Business Partners** and your department's **Business Manager** are available to answer questions. You can also access this page from home by going to https://paenet.panynj.gov.

Employees are also encouraged to view the **Employee Benefits eNet page**, which contains additional information, forms, and frequently asked questions on health benefits and retirement. Employees considering retirement should also visit the **Retirement eNet page** and the **New York State Retirement System web site**.

We've created a **worksheet** that will allow you to calculate any differences between what you currently are eligible for and what you are eligible for after certain changes to compensation and benefits are implemented. Please be sure to note the documents referenced on this page to ensure you are using the correct information.

HealthcareVacationCompensation

	Program	Description	Implementation / Effective Date	Relevant Documents
H2	Implementation of healthcare contribution system	Effective April 29, 2012, all non-represented employees will contribute toward the cost of their health and dental benefits. There will be a special enrollment period from March 30, 2012 to April 30, 2012, during which employees may elect to make changes to their coverage. Effective July 8, 2012, changes to retiree contributions will also be implemented.	Effective April 29, 2012; PA employees will first see contributions withheld in May 25 check; PATH employees in May 10 check. Changes to retiree contributions will be effective July 8, 2012.	**Special Enrollment Period** PDF **2012 Employee Contributions** **4-Year Employee Contribution Rates** PDF **Retiree Healthcare** **Sample Scenarios** PDF **Benefits Election Form** PDF **Benefit Waiver Form** PDF **Definitions and Required Documentation** PDF **Frequently Asked Questions: Healthcare** PDF Revised 4-13-12 **Sample Port Authority Paychec Healthcare Contributions** PDF New 4-26-12 **Sample PATH Paycheck: Health Contributions** PDF New 4-26-12

Introduction of more cost-effective United Healthcare network	United Healthcare will make available the Choice Plus network. This enhancement does not change the current benefit plans. New ID cards will be sent to employees' homes.	April 1, 2012	**United Healthcare Choice Plus Network Description** PDF
Introduction of more cost-effective dental network	MetLife's Preferred Dentist Program allows you to receive available discounts off of participating dentists' charges. This program does not change the current dental plan benefits.	April 1, 2012	**MetLife Dental Preferred Dentis Program Description** PDF
Introduction of alternate lower-cost healthcare plans	Human Resources is in the process of identifying additional healthcare plans that will allow employees the option to select lower cost health plan alternatives beginning January 1, 2013. More information will be communicated this fall.	January 1, 2013	**2012 Benefits Open Enrollment**

Employees who have 25 or more years of Port Authority service on July 8, 2012 will be eligible to continue their health and dental benefits into retirement with no required retiree contributions.

Retire before July 8, 2012:

Employees with less than 25 years of Port Authority service will be required to contribute 50% of the benefits cost towards their health and dental benefits.

Retiree contributions for Health and Dental for non-represented employees retiring **before** July 8, 2012 with less than 25 years of Port Authority Service

Pre – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 7,473.00	$ 622.75
Family	$ 15,090.00	$ 1,257.50

Post – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 2,842.00	$ 236.83
Family	$ 5,828.00	$ 485.67

Retire on or after July 8, 2012:

1. Employees who, on July 8, 2012 have 20 or more years of Port Authority service and later retire with 25 or more years of Port Authority service, contribute at 2% of their pension earnings for their health and dental benefits.

2. Employees who on or after July 8, 2012 retire with less than 25 years of Port Authority service contribute 100% of the cost for their health and dental benefits.

Retiree contributions for Health and Dental for non-represented employees retiring **on or after** July 8, 2012 with less than 25 years of Port Authority Service

Pre – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 14,946.00	$ 1,245.50
Family	$ 30,180.00	$ 2,515.00

Post – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 5,684.00	$ 473.67
Family	$ 11,656.00	$ 971.33

Retire before July 8, 2012:

Employees with less than 25 years of Port Authority service will be required to contribute 50% of the benefits cost towards their health and dental benefits.

Retiree contributions for Health and Dental for non-represented employees retiring **before** July 8, 2012 with less than 25 years of Port Authority Service

Pre – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 7,473.00	$ 622.75
Family	$ 15,090.00	$ 1,257.50

Post – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 2,842.00	$ 236.83
Family	$ 5,828.00	$ 485.67

Retire on or after July 8, 2012:

1. Employees who, on or after July 8, 2012 have less than 20 years of Port Authority service and later retire with 25 or more years of Port Authority service, contribute based on the Port Authority Contribution Schedule for active employees (pension earnings replace salary when determining contributions) for their health and dental benefits.

Pre - Medicare Retiree Contribution Grid

Effective 07/08/2012

Retiree Only Coverage

Premium $13,986.00*

Pension Range	2012 Contribution %	Annually	Monthly
Less than 20,000	1.13%	$158.04	$13.17
20,000 - 24,999.99	1.38%	$193.01	$16.08
25,000 - 29,999.99	1.88%	$262.94	$21.91
30,000 - 34,999.99	2.50%	$349.65	$29.14
35,000 - 39,999.99	2.75%	$384.62	$32.05
40,000 - 44,999.99	3.00%	$419.58	$34.97
45,000 - 49,999.99	3.50%	$489.51	$40.79
50,000 - 54,999.99	5.00%	$699.30	$58.28
55,000 - 59,999.99	5.75%	$804.20	$67.02
60,000 - 64,999.99	6.75%	$944.06	$78.67
65,000 - 69,999.99	7.25%	$1,013.99	$84.50
70,000 - 74,999.99	8.00%	$1,118.88	$93.24
75,000 - 79,999.99	8.25%	$1,153.85	$96.15
80,000 - 94,999.99	8.50%	$1,188.81	$99.07
95,000 and Over	8.75%	$1,223.78	$101.98

*** Does not include cost for dental coverage.**

Pre - Medicare Retiree Contribution Grid

Effective 07/08/2012

Family Coverage

Premium $27,973.00*

Pension Range	2012 Contribution %	Annually	Monthly
Less than 25,000	0.75%	$209.80	$17.48
25,000 - 29,999.99	1.00%	$279.73	$23.31
30,000 - 34,999.99	1.25%	$349.66	$29.14
35,000 - 39,999.99	1.50%	$419.60	$34.97
40,000 - 44,999.99	1.75%	$489.53	$40.79
45,000 - 49,999.99	2.25%	$629.39	$52.45
50,000 - 54,999.99	3.00%	$839.19	$69.93
55,000 - 59,999.99	3.50%	$979.06	$81.59
60,000 - 64,999.99	4.25%	$1,188.85	$99.07
65,000 - 69,999.99	4.75%	$1,328.72	$110.73
70,000 - 74,999.99	5.50%	$1,538.52	$128.21
75,000 - 79,999.99	5.75%	$1,608.45	$134.04
80,000 - 84,999.99	6.00%	$1,678.38	$139.87
85,000 - 89,999.99	6.50%	$1,818.25	$151.52
90,000 - 94,999.99	7.00%	$1,958.11	$163.18
95,000 - 99,999.99	7.25%	$2,028.04	$169.00
100,000 - 109,999.99	8.00%	$2,237.84	$186.49
110,000 and Over	8.75%	$2,447.64	$203.97

*** Does not include cost for dental coverage.**

Post - Medicare Retiree Contribution Grid

Effective 07/08/2012

Retiree Only Coverage

Premium $4,724.00*

Pension Range	2012 Contribution %	Annually	Monthly
Less than 20,000	1.13%	$53.38	$4.45
20,000 - 24,999.99	1.38%	$65.19	$5.43
25,000 - 29,999.99	1.88%	$88.81	$7.40
30,000 - 34,999.99	2.50%	$118.10	$9.84
35,000 - 39,999.99	2.75%	$129.91	$10.83
40,000 - 44,999.99	3.00%	$141.72	$11.81
45,000 - 49,999.99	3.50%	$165.34	$13.78
50,000 - 54,999.99	5.00%	$236.20	$19.68
55,000 - 59,999.99	5.75%	$271.63	$22.64
60,000 - 64,999.99	6.75%	$318.87	$26.57
65,000 - 69,999.99	7.25%	$342.49	$28.54
70,000 - 74,999.99	8.00%	$377.92	$31.49
75,000 - 79,999.99	8.25%	$389.73	$32.48
80,000 - 94,999.99	8.50%	$401.54	$33.46
95,000 and Over	8.75%	$413.35	$34.45

*** Does not include cost for dental coverage.**

Post - Medicare Retiree Contribution Grid

Effective 07/08/2012

Family Coverage

Premium $9,448.00*

Pension Range	2012 Contribution %	Annually	Monthly
Less than 25,000	0.75%	$70.86	$5.91
25,000 - 29,999.99	1.00%	$94.48	$7.87
30,000 - 34,999.99	1.25%	$118.10	$9.84
35,000 - 39,999.99	1.50%	$141.72	$11.81
40,000 - 44,999.99	1.75%	$165.34	$13.78
45,000 - 49,999.99	2.25%	$212.58	$17.72
50,000 - 54,999.99	3.00%	$283.44	$23.62
55,000 - 59,999.99	3.50%	$330.68	$27.56
60,000 - 64,999.99	4.25%	$401.54	$33.46
65,000 - 69,999.99	4.75%	$448.78	$37.40
70,000 - 74,999.99	5.50%	$519.64	$43.30
75,000 - 79,999.99	5.75%	$543.26	$45.27
80,000 - 84,999.99	6.00%	$566.88	$47.24
85,000 - 89,999.99	6.50%	$614.12	$51.18
90,000 - 94,999.99	7.00%	$661.36	$55.11
95,000 - 99,999.99	7.25%	$684.98	$57.08
100,000 - 109,999.99	8.00%	$755.84	$62.99
110,000 and Over	8.75%	$826.70	$68.89

*** Does not include cost for dental coverage.**

2. Employees who on or after July 8, 2012 retire with less than 25 years of Port Authority service contribute 100% of the cost for their health and dental benefits.

Retiree contributions for Health and Dental for non-represented employees retiring **on or after July** 8, 2012 with less than 25 years of Port Authority Service

Pre – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 14,946.00	$ 1,245.50
Family	$ 30,180.00	$ 2,515.00

Post – Medicare Retirees

Coverage Level	Annually	Monthly
Retiree Only	$ 5,684.00	$ 473.67
Family	$ 11,656.00	$ 971.33

The Port benefits Open Enrollment has been extended to run from **October 15, 2012 to November 30, 2012**. The purpose of this Open Enrollment is to allow non-represented Port Authority/PATH employees the opportunity to choose among five health plans that vary in premium costs and cost-sharing approaches. The Open Enrollment period will also present employees with opportunities to review their current plans, enroll in Flexible Spending Accounts, and participate in the new **Opt-Out Incentive Program**. To help you understand and prepare for this upcoming Open Enrollment period, below you will find tabs containing explanations of our new health care programs, as we as helpful links and documents. We encourage you to thoroughly review all of the information provided (*i.e.*, plan descriptions, forms, financial planning tools, and FAQs) before you make your Open Enrollment decisions. The elections that you make during the Open Enrollment will become effective on **January 1, 2013**.

Employees are encouraged to view the **Employee Benefits eNet page**, which contains additional information, forms, and frequently asked questions on health benefits and retirement. Employees seeking information about their personal current benefits enrollment should refer tc their eBenefits information within **PeopleSoft Self Service**. In addition, you can also access this page from home by going to https://paenet.panynj.gov.

If you do not wish to make any changes to your current coverage, you do not need to do anything during Open Enrollment. Your benefits will automatically continue at your current coverage level and any contributions you must make toward the cost of your health coverage would be on a pre-tax basis – NO FURTHER ACTION IS REQUIRED.

As always, you can contact Employee Benefits at 212-435-2870 where Customer Service Representatives are available to answer questions.

Open Enrollment Details | Flexible Spending Accounts | Opt-Out Incentive Program | Open Enrollment Information Sessions | PPACA/Health Care Reform

Port Authority 2012 Benefits Open Enrollment

Health Plan Alternatives

The Port Authority is conducting a benefits Open Enrollment from **October 15, 2012 to November 30, 2012**. The purpose of this Open Enrollment is to allow non-represented Port Authority/PATH employees the opportunity to choose among five health plans that vary in premium costs and cost-sharing approaches. More specifically, each of the four new health plan options have lower annual premiums. Consequently, your annual contribution could be lowered if you select a lower-cost health plan.

Please review the **Health Plan Comparison Chart** along with the **2013 Port Authority Contribution Rates** to help make the choice that is right for you. As you consider the four lower-cost health plan options, please bear in mind:

1. Aside from prescription drug benefits, the schedule of health benefits *i.e.*, benefits the plan covers such as hospital services, lab tests and x-rays, physician visits, etc. remain exactly the same.
2. Network providers within the UHC Choice Plus network are all the same for all five health plan options. However, if you elect a Choice HMO plan, there is no out-of-network benefit. You are responsible for all out-of-network expenses.

The five health plan options include the current United Healthcare (UHC)

Relevant Links & Documents

Health Plan Comparison Chi

Benefits Contributions Calculator

Sample Scenari

2013 Port Autho Contribution Ra

Percentage of Annual Premiun Requirements o years

Frequently Aske Questions (FAQ

Summary of Ber Coverage (SBC)

Benefit Election Form

Benefit Waiver F

Choice Plus plan and four lower-cost health plans as follows:

- Choice Plus plan (current plan)
- $250 Choice Plus plan
- $250 Choice HMO plan
- $750 Choice HMO plan
- $1,000 High Deductible plan

If you do not wish to make any changes to your current coverage, you do not need to do anything during Open Enrollment. Your benefits will automatically continue at your current coverage level and any contributions you must make toward the cost of your health coverage would be on a pre-tax basis – NO FURTHER ACTION IS REQUIRED.

If you elect to change your coverage, waive it, or wish to pay for the cost of employee contributions on a post-tax basis, please complete and return the attached Benefit Election Form / Benefit Waiver Form no later than **November 30, 2012**, to:

The Port Authority of NY & NJ
225 Park Avenue South, 10th Floor
New York, NY 10003
Attention: Employee Benefits – 2012 OPEN ENROLLMENT

PDF

Definition and Required Documentation Eligibility Grid

Coverage Effective Date

Any change that you make to your coverage during the open enrollment period will be effective **January 1, 2013**.

Dependents

If you are adding a new dependent during the Open Enrollment period, you are required to provide supporting documentation as noted on the Definition and Required Documentation Eligibility Grid.

In connection with the upcoming Open Enrollment, please check to ensure that only your dependents who are eligible to receive Port Authority benefits are listed as dependents for your health care coverage. It is your responsibility to ensure that only eligible dependents are covered. Maintaining ineligible dependents on coverage may constitute misrepresentation and your ineligible dependent's health insurance will be rescinded and the Port Authority has the right to seek reimbursement for claims paid on your ineligible dependent's behalf.

Decision-Making Tools

Please review the following information, which may assist you with your

decision-making:

Sample Scenarios

Percentage of Annual Premium Requirements over 4 years

Frequently Asked Questions (FAQs)

Summary of Benefits Coverage (SBC)

As you make your enrollment decisions to be effective as of January 1, 2013, please keep in mind that the scheduled increase in employee contributions toward the cost of healthcare (i.e. Year 2 percentage contributions based upon the Contributions Schedule authorized by the Board of Commissioners in March 2012) will become effective with the first pay period of May 2013. Premiums for all five health plan options will also be updated in May 2013 to reflect current year costs. As such, for planning purposes, you will need to review your different contribution requirements effective on **January 1, 2013** and **May 1, 2013** for each of the five health plan options. To further assist you with the decision making process, we have developed a **Benefits Contributions Calculator**. This tool will show you a side-by-side comparison of the required contributions for each of the health plans available to you during this Open Enrollment. The calculator generates an estimate of what you would pay starting January 1, 2013 and May 1, 2013 for each plan alternative based on the coverage level you select as well as your annual salary.

Open Enrollment Benefits Information Sessions

Please see the schedule below for the Open Enrollment Benefits Information Sessions. These informal sessions will be open to all employees eligible to participate in Open Enrollment to visit at their convenience during the times listed below. Employees can learn more and address any questions that they may have about the alternative health plan choices with representatives from United Healthcare, Express Scripts Inc, and the Port Authority Human Resources Department. Please note, these sessions are not intended to be a classroom setting, but rather to give employees the opportunity to drop by and ask their individual questions on a one-on-one basis.

Date	Time	Location
10/16/2012	10am – 12pm	1 Path Plaza, 1st floor, Conference Rm. A
10/16/2012	2pm – 4pm	3 Gateway Center, 3rd floor, Bid Room
10/17/2012	10am – 12pm	LGA, Hangar 7, General Manager's Conference Room, 3rd floor
10/25/2012	10am – 12pm	225 Park Avenue South, Lobby

The Port Authority of NY NJ

Non-Represented Contributions Grid

May 1, 2013 - December 31, 2013

Employee Only Coverage

Medical Plan		Current UHC Choice Plus		$250 Choice Plus		$250 Choice HMO		$750 Choice HMO		$1,000 High Deductible	
Premium *		$ 10,524.00		$ 9,115.00		$ 8,395.00		$ 7,746.00		$ 6,291.00	
Salary Range	2nd Year Contribution %	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly
Less than 20,000	2.25%	$ 9.11	$ 4.55	$ 7.89	$ 3.94	$ 7.26	$ 3.63	$ 6.70	$ 3.35	$ 5.44	$ 2.72
20,000 - 24,999.99	2.75%	$ 11.13	$ 5.57	$ 9.64	$ 4.82	$ 8.88	$ 4.44	$ 8.19	$ 4.10	$ 6.65	$ 3.33
25,000 - 29,999.99	3.75%	$ 15.18	$ 7.59	$ 13.15	$ 6.57	$ 12.11	$ 6.05	$ 11.17	$ 5.59	$ 9.07	$ 4.54
30,000 - 34,999.99	5.00%	$ 20.24	$ 10.12	$ 17.53	$ 8.76	$ 16.14	$ 8.07	$ 14.90	$ 7.45	$ 12.10	$ 6.05
35,000 - 39,999.99	5.50%	$ 22.26	$ 11.13	$ 19.28	$ 9.64	$ 17.76	$ 8.88	$ 16.39	$ 8.19	$ 13.31	$ 6.65
40,000 - 44,999.99	6.00%	$ 24.29	$ 12.14	$ 21.03	$ 10.52	$ 19.37	$ 9.69	$ 17.88	$ 8.94	$ 14.52	$ 7.26
45,000 - 49,999.99	7.00%	$ 28.33	$ 14.17	$ 24.54	$ 12.27	$ 22.60	$ 11.30	$ 20.85	$ 10.43	$ 16.94	$ 8.47
50,000 - 54,999.99	10.00%	$ 40.48	$ 20.24	$ 35.06	$ 17.53	$ 32.29	$ 16.14	$ 29.79	$ 14.90	$ 24.20	$ 12.10
55,000 - 59,999.99	11.50%	$ 46.55	$ 23.27	$ 40.32	$ 20.16	$ 37.13	$ 18.57	$ 34.26	$ 17.13	$ 27.83	$ 13.91
60,000 - 64,999.99	13.50%	$ 54.64	$ 27.32	$ 47.33	$ 23.66	$ 43.59	$ 21.79	$ 40.22	$ 20.11	$ 32.66	$ 16.33
65,000 - 69,999.99	14.50%	$ 58.69	$ 29.35	$ 50.83	$ 25.42	$ 46.82	$ 23.41	$ 43.20	$ 21.60	$ 35.08	$ 17.54
70,000 - 74,999.99	16.00%	$ 64.76	$ 32.38	$ 56.09	$ 28.05	$ 51.66	$ 25.83	$ 47.67	$ 23.83	$ 38.71	$ 19.36
75,000 - 79,999.99	16.50%	$ 66.79	$ 33.39	$ 57.85	$ 28.92	$ 53.28	$ 26.64	$ 49.16	$ 24.58	$ 39.92	$ 19.96
80,000 - 94,999.99	17.00%	$ 68.81	$ 34.41	$ 59.60	$ 29.80	$ 54.89	$ 27.45	$ 50.65	$ 25.32	$ 41.13	$ 20.57
95,000 and Over	17.50%	$ 70.83	$ 35.42	$ 61.35	$ 30.68	$ 56.50	$ 28.25	$ 52.14	$ 26.07	$ 42.34	$ 21.17

* Premium from May 1, 2013 to December 31, 2013.

The Port Authority of NY NJ

Non-Represented Contributions Grid

May 1, 2013 - December 31, 2013

Parent/Child(ren) Coverage

Medical Plan		Current UHC Choice Plus		$250 Choice Plus		$250 Choice HMO		$750 Choice HMO		$1,000 High Deductible	
Premium *		$ 15,168.00		$ 13,134.00		$ 12,096.00		$ 11,164.00		$ 9,060.00	
Salary Range	2nd Year Contribution %	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly
Less than 25,000	1.75%	$ 10.21	$ 5.10	$ 8.84	$ 4.42	$ 8.14	$ 4.07	$ 7.51	$ 3.76	$ 6.10	$ 3.05
25,000 - 29,999.99	2.25%	$ 13.13	$ 6.56	$ 11.37	$ 5.68	$ 10.47	$ 5.23	$ 9.66	$ 4.83	$ 7.84	$ 3.92
30,000 - 34,999.99	3.00%	$ 17.50	$ 8.75	$ 15.15	$ 7.58	$ 13.96	$ 6.98	$ 12.88	$ 6.44	$ 10.45	$ 5.23
35,000 - 39,999.99	3.50%	$ 20.42	$ 10.21	$ 17.68	$ 8.84	$ 16.28	$ 8.14	$ 15.03	$ 7.51	$ 12.20	$ 6.10
40,000 - 44,999.99	4.00%	$ 23.34	$ 11.67	$ 20.21	$ 10.10	$ 18.61	$ 9.30	$ 17.18	$ 8.59	$ 13.94	$ 6.97
45,000 - 49,999.99	5.00%	$ 29.17	$ 14.58	$ 25.26	$ 12.63	$ 23.26	$ 11.63	$ 21.47	$ 10.73	$ 17.42	$ 8.71
50,000 - 54,999.99	7.50%	$ 43.75	$ 21.88	$ 37.89	$ 18.94	$ 34.89	$ 17.45	$ 32.20	$ 16.10	$ 26.13	$ 13.07
55,000 - 59,999.99	8.50%	$ 49.59	$ 24.79	$ 42.94	$ 21.47	$ 39.54	$ 19.77	$ 36.50	$ 18.25	$ 29.62	$ 14.81
60,000 - 64,999.99	10.50%	$ 61.26	$ 30.63	$ 53.04	$ 26.52	$ 48.85	$ 24.42	$ 45.09	$ 22.54	$ 36.59	$ 18.29
65,000 - 69,999.99	11.50%	$ 67.09	$ 33.54	$ 58.09	$ 29.05	$ 53.50	$ 26.75	$ 49.38	$ 24.69	$ 40.07	$ 20.04
70,000 - 74,999.99	13.00%	$ 75.84	$ 37.92	$ 65.67	$ 32.84	$ 60.48	$ 30.24	$ 55.82	$ 27.91	$ 45.30	$ 22.65
75,000 - 79,999.99	13.50%	$ 78.76	$ 39.38	$ 68.20	$ 34.10	$ 62.81	$ 31.40	$ 57.97	$ 28.98	$ 47.04	$ 23.52
80,000 - 84,999.99	14.00%	$ 81.67	$ 40.84	$ 70.72	$ 35.36	$ 65.13	$ 32.57	$ 60.11	$ 30.06	$ 48.78	$ 24.39
85,000 - 99,999.99	15.00%	$ 87.51	$ 43.75	$ 75.77	$ 37.89	$ 69.78	$ 34.89	$ 64.41	$ 32.20	$ 52.27	$ 26.13
100,000 and Over	17.50%	$ 102.09	$ 51.05	$ 88.40	$ 44.20	$ 81.42	$ 40.71	$ 75.14	$ 37.57	$ 60.98	$ 30.49

* Premium from May 1, 2013 to December 31, 2013.

The Port Authority of NY NJ

Non-Represented Contributions Grid

May 1, 2013 - December 31, 2013

Couple/Family Coverage

Medical Plan		Current UHC Choice Plus		$250 Choice Plus		$250 Choice HMO		$750 Choice HMO		$1,000 High Deductible	
Premium *		$ 26,820.00		$ 23,218.00		$ 21,382.00		$ 19,740.00		$ 16,028.00	
Salary Range	2nd Year Contribution %	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly	Bi-Weekly	Weekly
Less than 25,000	1.50%	$ 15.47	$ 7.74	$ 13.40	$ 6.70	$ 12.34	$ 6.17	$ 11.39	$ 5.69	$ 9.25	$ 4.62
25,000 - 29,999.99	2.00%	$ 20.63	$ 10.32	$ 17.86	$ 8.93	$ 16.45	$ 8.22	$ 15.18	$ 7.59	$ 12.33	$ 6.16
30,000 - 34,999.99	2.50%	$ 25.79	$ 12.89	$ 22.33	$ 11.16	$ 20.56	$ 10.28	$ 18.98	$ 9.49	$ 15.41	$ 7.71
35,000 - 39,999.99	3.00%	$ 30.95	$ 15.47	$ 26.79	$ 13.40	$ 24.67	$ 12.34	$ 22.78	$ 11.39	$ 18.49	$ 9.25
40,000 - 44,999.99	3.50%	$ 36.10	$ 18.05	$ 31.26	$ 15.63	$ 28.78	$ 14.39	$ 26.57	$ 13.29	$ 21.58	$ 10.79
45,000 - 49,999.99	4.50%	$ 46.42	$ 23.21	$ 40.19	$ 20.09	$ 37.01	$ 18.50	$ 34.17	$ 17.08	$ 27.74	$ 13.87
50,000 - 54,999.99	6.00%	$ 61.89	$ 30.95	$ 53.58	$ 26.79	$ 49.34	$ 24.67	$ 45.55	$ 22.78	$ 36.99	$ 18.49
55,000 - 59,999.99	7.00%	$ 72.21	$ 36.10	$ 62.51	$ 31.26	$ 57.57	$ 28.78	$ 53.15	$ 26.57	$ 43.15	$ 21.58
60,000 - 64,999.99	8.50%	$ 87.68	$ 43.84	$ 75.91	$ 37.95	$ 69.90	$ 34.95	$ 64.53	$ 32.27	$ 52.40	$ 26.20
65,000 - 69,999.99	9.50%	$ 98.00	$ 49.00	$ 84.84	$ 42.42	$ 78.13	$ 39.06	$ 72.13	$ 36.06	$ 58.56	$ 29.28
70,000 - 74,999.99	11.00%	$ 113.47	$ 56.73	$ 98.23	$ 49.12	$ 90.46	$ 45.23	$ 83.52	$ 41.76	$ 67.81	$ 33.91
75,000 - 79,999.99	11.50%	$ 118.63	$ 59.31	$ 102.70	$ 51.35	$ 94.57	$ 47.29	$ 87.31	$ 43.66	$ 70.89	$ 35.45
80,000 - 84,999.99	12.00%	$ 123.78	$ 61.89	$ 107.16	$ 53.58	$ 98.69	$ 49.34	$ 91.11	$ 45.55	$ 73.98	$ 36.99
85,000 - 89,999.99	13.00%	$ 134.10	$ 67.05	$ 116.09	$ 58.05	$ 106.91	$ 53.46	$ 98.70	$ 49.35	$ 80.14	$ 40.07
90,000 - 94,999.99	14.00%	$ 144.42	$ 72.21	$ 125.02	$ 62.51	$ 115.13	$ 57.57	$ 106.29	$ 53.15	$ 86.30	$ 43.15
95,000 - 99,999.99	14.50%	$ 149.57	$ 74.79	$ 129.49	$ 64.74	$ 119.25	$ 59.62	$ 110.09	$ 55.04	$ 89.39	$ 44.69
100,000 - 109,999.99	16.00%	$ 165.05	$ 82.52	$ 142.88	$ 71.44	$ 131.58	$ 65.79	$ 121.48	$ 60.74	$ 98.63	$ 49.32
110,000 and Over	17.50%	$ 180.52	$ 90.26	$ 156.28	$ 78.14	$ 143.92	$ 71.96	$ 132.87	$ 66.43	$ 107.88	$ 53.94

* Premium from May 1, 2013 to December 31, 2013.

THE PORT AUTHORITY OF NY & NJ
Health Benefit Contributions - Percentage of Annual Premium Requirements
Effective 04/29/2012

Employee Only Coverage

Salary Range	Year 1	Year 2	Year 3	Year 4
Less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

THE PORT AUTHORITY OF NY & NJ
Health Benefit Contributions - Percentage of Annual Premium Requirements
Effective 04/29/2012

Parent/Child (ren) Coverage

Salary Range	Year 1	Year 2	Year 3	Year 4
Less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

THE PORT AUTHORITY OF NY & NJ
Health Benefit Contributions - Percentage of Annual Premium Requirements
Effective 04/29/2012

Couple/Family Coverage

Salary Range	Year 1	Year 2	Year 3	Year 4
Less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

Memorandum of Agreement

Between

The Port Authority
of New York and New Jersey

and

The Maintenance
Division of the Building
and Construction Trades Council
of Greater New York

March 4, 2002 – October 3, 2006

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MEMORANDUM OF AGREEMENT executed this 1ST day of DECEMBER, 2003, between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "Port Authority") and the MAINTENANCE DIVISION OF THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK (the "Union" or "BTU");

WHEREAS, the BTU is the recognized representative of all Port Authority employees in the position classification listed on Exhibit "A" attached hereto (the "covered membership"); and

WHEREAS, the Port Authority has, in response to proposals made by the BTU, determined to make changes in respect to the covered membership's wages, benefits, and other terms and conditions of employment; and

WHEREAS, this Memorandum of Agreement is entered into pursuant to and subject to the provisions of the Port Authority Labor Relations Instruction;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. SALARIES AND SALARY RANGES

Effective March 4, 2002, March 4, 2003, March 4, 2004, and March 4, 2005, the salary ranges of the covered membership will be as shown on the schedules attached hereto as Exhibits "B-1" and "B-2".

The Port Authority agrees to re-enforce its present practice concerning the prompt payment to employees in the covered membership of any monies due from in grade increases, promotions, etc. In the event payment is not received within a reasonable period of time (two pay periods), the employee may appeal to his/her supervisor to expedite payment. In the event payment is not forthcoming, the employee may appeal to the Labor Relations Manager, Labor Relations Department, to seek final resolution.

ARTICLE II. SHIFT DIFFERENTIALS

Shift differentials shall be as set forth in Exhibit C attached hereto. No shift differential payments will be earned, or paid, for hours worked during day tours on weekdays.

During the term of this Memorandum of Agreement, the Port Authority will not pay shift differentials for any hours for which an employee is compensated at overtime rates, except as provided by applicable law.

ARTICLE III. SERVICE INCENTIVE

Effective during the term of this Memorandum of Agreement, employees with fifteen years of Port Authority service will receive a longevity payment of 1.5% of base salary payable in bi-weekly installments; employees with twenty years will receive 2.5%; and, employees with twenty-five years of service will receive 4.0%.

ARTICLE IV. HEALTH BENEFITS

During the term of this Memorandum of Agreement, the Port Authority will provide and/or make available health benefits as set forth below:

A. All employees hired into the covered membership after the date of the execution of this Memorandum of Agreement may, at no cost to the employee, elect to enroll only in -

the Point-of-Service/ Preferred Provider Organization (currently United Health Care) made available by the Port Authority or;

a Health Maintenance Organization as set forth in paragraph E below.

B. Employees in the covered membership as of the execution of this Memorandum of Agreement may elect to enroll in -

The Point-of-Service/ Preferred Provider Organization (currently United Health Care) at no cost to the employee, or;

A Health Maintenance Organization as set forth in paragraph E below at no cost to the employee, or;

Elect to remain in the traditional Indemnity Plan. However, those employees in the covered membership who elect to remain in the traditional Indemnity Plan shall be required to annually contribute an amount dependent upon the type of Indemnity Plan coverage they have chosen. The employee contribution will be under the same conditions as management employees. As of the date of the execution of this Memorandum of Agreement, that employee contribution is $2,860 annually ($110 bi-weekly) for employees who select individual coverage or $4,758 annually ($183 bi-weekly) for employees who select family coverage. The following additional provisions shall apply to employees in the covered membership who select coverage under the Indemnity Plan:

1. A "pre-tax option" will be available.

2. The Port Authority will provide payment of 'reasonable and customary' surgical fees incurred by such employees.

3. The Port Authority will provide for out-patient hospital care for sudden and serious illness and blood handling charges for all such active employees.

4. Dependent children of such active employees over age 19 will be covered under the Group Health Benefits of Indemnity Plan to the extent permitted by the group insurance contracts and policies. Such coverage will be paid by the Port Authority.

5. The Port Authority will provide basic hospital medical coverage for alcoholism rehabilitation.

6. The Port Authority will provide hospital coverage for nursery care.

7. The Port Authority will provide major medical coverage for speech therapy as defined in the current Prudential Major Medical Group Health contract.

8. The Port Authority will provide coverage for hospital in-patient diagnostic treatment.

9. Such employees who select the Indemnity Plan shall be subject to an annual deductible under the major medical coverage provisions of the Indemnity Plan. Such deductible will be $50.00 per person and $100.00 per family. Covered major medical expenditures in excess of $5,000 in a calendar year will be reimbursed 100%.

C. The BTU may, at its option, continue additional coverage member locals have heretofore elected. The BTU, or any of its member locals may, at its option, elect additional health insurance coverage for its members and provide for a salary deduction

for such additional coverage to be paid to the insurance carrier of its choice, provided that the carrier is licensed to do business in the State of New York.

D. Management Plan

1) During the term of this Agreement, employees in the covered membership will receive the benefits that are provided to Port Authority management employees ("Management Plan benefits"). As of the date of the execution of this Memorandum of Agreement, those benefits are: the Prescription Drug Plan, and mental and nervous illness coverage. These Management Plan benefits will be made available to employees in the covered membership under the same terms currently provided for Port Authority management employees.

2) Future modifications made to the Management Plan benefits including a Vision Plan and a "Living Options" benefit will automatically apply to employees in the covered membership under the terms then available to Port Authority management employees so long as there is no diminution of said benefits.

E. Current employees in the covered membership shall be permitted to select the HMO options in effect for and on the same basis as Port Authority managerial and professional employees.

F. Effective August 13, 1992, the Port Authority increased the individual major medical lifetime maximum allowance to $1,000,000. Employees in the covered membership who retire on or after August 13, 1992, and their eligible dependents, will have an individual maximum benefit of $50,000 or the remainder of the $1,000,000 benefit provided while an active employee, whichever is greater.

G. Retired Employees:

Effective March 3, 2001, employees in the covered membership who thereafter retire shall take into retirement the health, dental and life insurance benefits coverage available to them at the time of their retirement. Notwithstanding the foregoing, employees in the covered membership with less than twenty-five (25) years of service will contribute 50% of the cost of those plans. Employees in the covered membership

who retire with twenty-five (25) or more years of service and who have chosen to remain in the Indemnity Plan will not be required to contribute towards its cost. For employees who retire and opt for health coverage under one of the HMO's Point of Service or Preferred Provider Organization plans, no contribution for health benefits will be required regardless of length of Port Authority service.

ARTICLE V. DENTAL BENEFITS

A. During the term of this Memorandum of Agreement, the Port Authority will pay for active employees in the covered membership and their eligible dependents, the costs established by the carrier of the Port Authority Group Dental Benefits Plan applicable to such employees and their dependents, including any increases for the present levels of coverage.

B. Effective October 12, 2003, the Port Authority will provide Group Dental Insurance to active employees in the covered membership identical to the Group Dental Insurance currently in effect for such Port Authority management employees hired prior to January 1, 2001. Employees in the covered membership hired on or after October 12, 2003 will receive the Group Dental Insurance that became effective January 1, 2001 for management employees which Group Dental Insurance includes a $2,000 per year maximum benefit per person.

C. During the term of this Memorandum of Agreement, active employees in the covered membership will be eligible to enroll in the Dent-Care Plan currently available to Port Authority managerial employees on the same terms and on the same basis as such managerial employees.

D. During the term of this Memorandum of Agreement, active employees in the covered membership shall be permitted to carry into retirement the Port Authority Group Dental Plan, with the retiree paying the cost thereof.

ARTICLE VI. LIFE INSURANCE

A. During the term of this Memorandum of Agreement, the Port Authority will pay for each active insured employee in the covered membership hired prior to October 6, 1994, the full premium costs of Port Authority Group Term Life Insurance coverage applicable to such employee in an amount equal to three times the employee's base annual salary. Employees hired into the covered membership on or after October 6,1994, will have the Port Authority Group Term Life Insurance coverage in an amount equal to one time the employee's base annual salary, with the option to purchase an additional one or two times the employee's base annual salary at the employee's expense.

B. The term "base annual salary" as used in this section VI shall mean the base salary of an employee in the covered membership during the term of this Memorandum of Agreement adjusted to the next highest multiple of $1,000. With each base salary change for an employee who has maximum coverage under the group policy, group term life insurance coverage will be appropriately adjusted.

C. During the term of this Memorandum of Agreement the Port Authority will assume the premium costs of, and provide $20,000 of paid life insurance at age 65 to those active employees in the covered membership who participate in the Insurance Continuation Plan.

ARTICLE VII. BENEFITS FACT SHEETS

Once each year, employees will be provided with a benefits profile. A representative of the Human Resources Department who is knowledgeable in employee benefits will be available to meet with each local union representative to insure their understanding of the Port Authority benefits.

ARTICLE VIII. NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM

World War II Service Benefits - The Port Authority has elected to provide to eligible employees in the covered membership the benefits for World War II service as set forth in subdivision k of Section 41 of the New York Retirement and Social Security Law.

Career Retirement Plan - The Port Authority has elected to provide its eligible employees the "Improved Career Retirement Plan for Employees of Participating Employers" established by Section 75-I of the New York Retirement and Social Security Law.

ARTICLE IX. LONG-TERM DISABILITY

Effective October 6, 1994, employees in the covered membership with more than one year of Port Authority service will be covered under the Port Authority's Long-Term Disability Program. Under this program, a covered employee who is permanently disabled due to a non-job connected illness or injury is eligible to receive up to 60% of his/her annual base pay to age 65 from a combination of sources, including any New York State and Local Employees Retirement System Ordinary Disability and Social Security Act benefits (and any other relevant payments), with the difference up to the 60% maximum (but not more than 50% of base salary) to be provided by the Port Authority.

ARTICLE X. SENIORITY AND TRANSFERS

During the term of this Memorandum of Agreement, shop stewards will be entitled to first choice on vacations and work schedules or tours as vacancies occur.

The current procedures for the submission of transfers will remain in effect, except that each individual local will be permitted to administer its own transfer list if it wishes to do so by requesting so in writing to the Manager, Employment Division, with a copy to the Labor Relations Manager, Labor Relations Department. The present procedures for the submission of transfers will remain in effect, except that the provision that an

employee may, after being assigned to and actually working at a facility, submit a transfer application after one day of service at the facility.

ARTICLE XI. PROVISIONAL APPOINTMENTS

Any excess position that is filled either consecutively or cumulatively for eighteen months will either be filled permanently or discontinued thirty days thereafter. The Manager, Employment Division, will review all excess positions within twelve months after any such position was filled on a provisional basis.

At the request of a BTU Business Agent, the Labor Relations Manager of the Labor Relations Department will meet to review, quarterly, provisional assignments to insure that appropriate Port Authority policies and procedures are being followed with respect to said provisional assignments.

ARTICLE XII. SUBSTITUTION

During the term of this Memorandum of Agreement, substitution time for employees in the covered membership will be a maximum of thirty cumulative days throughout the year. Employees substituting in excess of thirty days will be paid for such days, commencing on the thirty-first day, at the rate applicable to employees in the class worked.

ARTICLE XIII. MUTUAL SWAPS

Effective with the execution of this Memorandum of Agreement, BTU personnel within the same title shall have the option to work two consecutive shifts (16 hours) for the purpose of completing a mutual swap. This will be allowed to the extent permitted by law, provided such mutual swaps are limited to two exchanges per employee per month, excluding emergencies, with the limitation counting against the initiator of the swap. Once mutual swaps are approved, the swap becomes part of the employees' schedule and they are responsible for completing the agreed-to swap.

ARTICLE XIV. OVERTIME

A. The overtime policy and procedure will be as set forth in Exhibit "D" attached hereto.

B. Periodic manpower studies will be conducted to determine whether incumbents in a particular job classification are in the main performing functions within that specification.

C. BTU Shop Stewards shall be given access to overtime equalization charts for employees in the covered membership within 24 hours (one business day) of a request to facility management.

D. Compensatory Time - during the term of the Agreement, the maximum number of overtime hours that can be banked shall be limited to 160 hours. The only hours that may be banked are those hours actually worked in excess of 40 hours work in a workweek (*i.e.*, Fair Labor Standards Act overtime hours). Employees may elect on a weekly basis to bank FLSA overtime hours in their compensatory time bank. Employees shall also have the option to cash in all or part of their compensatory time bank at stated times during each quarter of the calendar year.

E. Effective as of the date of the execution of this Memorandum of Agreement, sixteen (16) hours of compensatory time per calendar year may be converted to personal excused time. Employees may request this personal time off for reasons of their own personal choice, for example, Good Friday, Yom Kippur, employee birthday, wedding anniversary, etc., and the request will not be unreasonably denied. Supervisors will make every reasonable attempt to grant personal excused time when requested.

F. Effective as of the date of the execution of this Memorandum of Agreement, facility management, shall, on Wednesday mornings, post in the designated shop area the updated overtime rosters. The rosters shall include all overtime hours worked and refused. A copy of the rosters shall be provided to the BTU Shop Steward at the same time.

G. No requests for personal excused time will be granted on Port Authority holidays as listed in the Holiday PAI (20-3.02) dated 6/7/71, without the prior approval of the employee's supervisor, unless due to a verified personal emergency.

ARTICLE XV. GRIEVANCE PROCEDURE

The grievance procedure outlined in Exhibit "E" attached hereto will be applicable to employees in the covered membership.

ARTICLE XVI. VACATION ALLOWANCE

A. During the term of this Memorandum of Agreement, vacation policies and procedures for employees in the covered membership shall be in accordance with PAI 20-3.01, Vacations, dated October 17, 1974, attached hereto as Exhibit "F". Effective as of the date of the execution of this Memorandum of Agreement, employees will be permitted, subject to the approval of facility management, to schedule current year vacation into the succeeding year when the start of a vacation period overlaps into the succeeding year. For example, if approved by facility management, an employee would be permitted to take 2002 vacation during the last pay period of 2002 even if some of the days overlap into calendar year 2003.

B. During the term of this Agreement, vacation allowances for employees in the covered membership shall be in accordance with the schedule of vacation allowances attached hereto as Exhibit "G".

C. Employees in the covered membership may be scheduled for a single day vacation so long as reasonable notice is given prior to the day that such single day vacation is sought and such employee's supervisor agrees to such day.

ARTICLE XVII. EXCUSED ABSENCES

During the term of this Memorandum of Agreement up to December 31, 1994, each employee in the covered membership will be entitled to receive up to a total of two (2) days of personal excused time during each full calendar year. Excused time other than personal excused time will only be granted for death in family, time off to vote, jury

duty or other subpoena, and military leave. An employee requesting personal excused time should give as much notice as possible in order to avoid scheduling conflicts. Requests by an employee for personal time shall not be unreasonably denied. Effective January 1, 1995, each employee in the covered membership will be entitled to receive up to a total of three (3) days of personal excused time during each full calendar year.

ARTICLE XVIII. HOLIDAYS

A. Effective as of the date of the execution of this Memorandum of Agreement, an employee in the covered membership who works on a Port Authority holiday as part of his normal schedule will be given the option of receiving payment at time and one-half, or payment of one-half time plus a substitute day off, as selected by the employee and approved by his/her supervisor.

B. During the term of this Memorandum of Agreement, employees in the covered membership will be granted the day after Thanksgiving as a holiday instead of Election Day.

C. Effective January 1993, employees in the covered membership will have Martin Luther King Day as an additional holiday.

ARTICLE XIX. SICK ABSENCE

A. Except as provided in paragraph B, below, during the term of this Memorandum of Agreement, the Sick Absence Control Program described in Exhibit "H" attached hereto shall apply to employees in the covered membership. Absence due to verifiable out-patient surgery where no hospitalization is involved, but post-operative recuperation is required, will be excluded in computing "points" thereunder.

B. The following shall apply to employees hired into the covered membership after October 6, 1994:

1) Employees hired into the covered membership after October 6, 1994 will accrue sick leave of ten days per year.

2) Unused sick leave will be accumulated in a bank. If an employee during his/her first year in the sick bank plan, experiences a catastrophic illness thereby exhausting banked sick days, an extension of sick leave days beyond regular banked allowances can be requested in writing by the appropriate BTU Business Agent to the Labor Relations Manager of the Labor Relations Department, for a final written determination. Employees in the sick bank plan who retire from Port Authority service in good standing after October 6, 1994, may receive $30 per day for each unused sick day accumulated in their sick bank to a maximum of $1,500, provided that a minimum of fifteen days have accumulated in said sick bank and only those existing unused sick days in excess of said fifteen days shall be compensable.

3) Effective as of the date of the execution of this Memorandum of Agreement, all employees who were hired into the covered membership on or after October 6, 1994 who use no more than fifteen (15) days of sick leave over a three (3) year period shall automatically convert to the schedule of allowance coverage, as outlined in Exhibit H of the contract.

C. A recurring sick absence attributable to an IOD when the employee's return to work was "conditionally approved" by the Port Authority Office of Medical Services will not be subjected to the "seven work days" rule and will not be included in computing sick absence control program points. In computing points, sick absences resulting in hospitalization and sick absences caused and directly related to an IOD shall also be excluded.

ARTICLE XX. LEAD PAY

During the term of this Memorandum of Agreement, an employee in the covered membership required to work in a lead capacity will receive lead pay differential as a per day rate of 5% of base hourly pay as set forth in Exhibit "B".

For the purpose of this section, "lead capacity" will be as described in Information Bulletin No. 28 (Revised), dated June 14, 1971, attached hereto as Exhibit "I", except that the individuals subject to the direct supervision of the lead employee need not be Port

Authority employees in order for an employee to be designated in a lead capacity. For example, an employee can qualify for lead pay when leading employees of a contractor so long as all of the following criteria, along with those set forth in Exhibit I attached hereto, are met: the employee must be assigned to the job by a Port Authority supervisor; the job must involve direct supervision of the non-employees; and, the employee must sign off on the work performed by the non-employees.

ARTICLE XXI. HEIGHT PAY

All work performed during any day in hoisting devices or fixed scaffolding in excess of eighteen (18) feet will qualify for a height pay differential of $1.00 per day.

ARTICLE XXII. PAST PRACTICE - PROTECTION OF EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

Unless a contrary intent is specifically expressed in this Memorandum of Agreement, all practices, procedures and policies governing existing terms and conditions of employment of employees in the covered membership which are not specifically enumerated or set forth in this Memorandum of Agreement, shall be maintained at not less than the highest standards in effect at the time of execution of this Memorandum of Agreement and, during the term of this Memorandum of Agreement, any such practice, procedure or policy pursuant to any rule, regulation, instruction, directive, memorandum, statute or otherwise and governing an existing term and condition of employment shall not be limited, restricted, impaired, removed or abolished unilaterally.

A charge or complaint that the Port Authority has unilaterally limited, restricted, impaired, removed or abolished such a practice, procedure or policy governing an existing term and condition of employment which is not specifically enumerated or set forth in this Memorandum of Agreement shall not be subject to or processed through the grievance procedure referred to in Article XV of this Memorandum of Agreement.

ARTICLE XXIII. SAFETY SHOE ALLOWANCE

Effective January 1, 1998, each employee in the covered membership may receive a maximum of $200.00 per annum for the purchase of one or more pairs of safety shoes. Employees who receive payment for the purchase of safety shoes are required to wear their shoes while performing their duties.

Safety shoes damaged beyond repair in the course of employment without fault of the employee shall be replaced by reinstatement of the employee's shoe allowance for the year wherein the damage occurs. A written statement must be submitted by the employee to his/her immediate supervisor explaining the circumstances which caused the damage. The immediate supervisor will make the final determination on whether to re-instate the shoe allowance.

ARTICLE XXIV. ROTATING WORK SCHEDULES

A. Employees in rotating schedules will receive one 30-minute meal break within the work tour. Such meal break should commence and end between the third and fifth hours of such tour.

B. The Port Authority has issued Attachment "A" to PAI 20-3.07 dated May 23, 1972, attached hereto as Exhibit "J", describing the proper use of the relief man in a rotating work schedule.

C. Whenever management changes a work schedule and that change necessitates a change in scheduled Regular Days Off ("RDO"), the rescheduled RDO's will be consecutive, that is, "back to back."

ARTICLE XXV. WASH UP TIME

The present practice concerning time allotted for wash up and putting tools away will be continued.

ARTICLE XXVI. SAFETY

A. The Port Authority will communicate to field supervisors concerning appropriate precautionary steps to be taken during adverse weather conditions. In addition, whenever crews are exposed to high levels of noxious fumes and consideration of safety is involved, the Risk Management Division will be notified. Inspection will be made and action will be taken as appropriate.

B. Safety committees are to be instituted at each facility to be composed of a representative of the Facility Manager and a designee of the BTU appointed by the BTU Business Representative. These committees are to meet on an as-needed basis and report their findings to the Facility Manager or his/her designee for appropriate action. The BTU Business Representative shall also appoint a designee to Labor/Management Committees on an as-needed basis.

C. During the term of the Agreement, a designated union official will be able to meet with and be briefed by a member of the Port Authority's Asbestos Program unit. Requests must be in writing and directed to the Labor Relations Manager, Labor Relations Department.

D. The BTU will have active involvement regarding assessing weather conditions for bridge painters as it may relate to safety.

E. Effective October 6, 1994, employees must adhere to the safety precautions listed on the MMIS work order routines.

ARTICLE XXVII. SNOW REMOVAL ASSIGNMENTS

Snow melters will not be part of the General Maintenance Snow Removal Program. Shop Stewards shall be notified of all snow alerts and receive copies of lists being used for alert coverage.

ARTICLE XXVIII. TRAFFIC DIVIDERS AND SAFETY CONES

All cones, delineations, flexitrons will be painted by General Maintainers, Painters, or Trades Helpers (Painting).

The placement and removal of safety cones used in connection with any maintenance function which is performed by employees in the covered membership will be performed by BTU maintenance personnel. In the event outside contractors performing work for the Port Authority on Port Authority property are not required by their own contract to place and remove their own safety cones, BTU maintenance personnel, if present, will perform such function. Where safety cones are used for purposes other than maintenance, such as traffic dividers, the placement and removal of such cones will be performed by individuals other than employees in the covered membership.

ARTICLE XXIX. DEFINITION OF EMERGENCIES

An emergency situation may exist under any of the following circumstances: a) failure of essential equipment or systems where there is urgency to restore essential services or systems; or b) conditions resulting from accidents, floods, fires, natural disasters, or other similar situations; or c) public functions, VIP arrivals and departures, occasions when crowds may gather or other unusual events, or d) threatened or actual adverse weather conditions; or e) any other situation which in the judgment of the authorized person declaring an emergency may affect public service, public safety or may endanger persons or property.

ARTICLE XXX. PORTAL TO PORTAL INSURANCE

If an employee is directed by his supervisor to report outside of his normally scheduled tour and if public transportation is not available and such employee utilizes his own vehicle, such authorized call-in will be considered authorization for the use of his personal vehicle, as defined in PAI 15-3.05, dated March 28, 1977 and revised December 31, 1979, attached hereto as Exhibit "K".

ARTICLE XXXI. MILEAGE ALLOWANCE

Mileage allowances shall continue to be paid in accordance with the policies set forth in PAI 15-3.05, dated March 28,1977 and revised December 31, 1979 for Service C (non-police) field employees. In addition, any increases in the mileage reimbursement rate pursuant to PAI 15-3.05 in excess of 20 cents per mile after the execution of this Memorandum of Agreement shall apply to employees in the covered membership.

ARTICLE XXXII. EDUCATION REFUND

A. During the term of this Memorandum of Agreement, employees shall be entitled to the current management tuition reimbursement rate which, as of the date of the execution of this Memorandum of Agreement, is 80% or $125.00 per credit (Undergraduate) or $140 per credit (Graduate), whichever is greater.

B. The tuition reimbursement program shall include all certified and accredited trade-related training and apprenticeship programs including training offered by the BTU. "Trade-related" shall mean matters within the scope of jobs represented in the BTU.

C. "Trade-Related" training and apprenticeship courses must be pre-approved by management. The Port Authority will reimburse for approved trade-related courses including related books and manuals.

ARTICLE XXXIII. CRAFT LICENSES

Employees in possession of craft licenses that are required by the Port Authority in higher classifications of job family progression shall be reimbursed for the cost of obtaining and renewing same.

ARTICLE XXXIV. PRESCRIBED SAFETY EYEWEAR

Effective upon the date of the execution of this Memorandum of Agreement, reimbursement for the purchase of prescribed safety eyewear as described in PAI 20-4.01, Uniform Allowances, revised January 14, 1974, shall be increased to $200 per annum.

ARTICLE XXXV. PROMOTION/TRANSFER ROSTERS

A. Upon request by the BTU, a copy of any current BTU promotion eligible list or transfer list will be provided to the appropriate representative of the BTU.

B. During the term of the Agreement, the Port Authority will notify the local union whenever a test is given which covers its members.

C. Employees hired into the covered membership after the date of execution of this Memorandum of Agreement shall be required to complete one (1) year of service and/or their probationary period before they are eligible to submit a transfer request. An employee who refuses an offer of transfer to a Port Authority facility after having submitted a transfer request to that facility must wait thirty days before submitting a new transfer request to that facility.

D. In order to improve efficiency and streamline placement from promotion and transfer rosters, electronic mail, direct contact with the employee at work, after-hours telephone calls to the employee at home, and notification to the appropriate BTU Business Representative may be used by The Port Authority in order to solicit a timely employee response to a transfer opportunity and to expedite the processing of the transfer list.

E. Transfer lists shall not automatically expire.

ARTICLE XXXVI. EMPLOYMENT SECURITY

The Port Authority intends to continue its present practices with respect to employee job security and career service. In the event, however, the Port Authority determines that changed circumstances make it desirable to alter any such practice, or practices, including, but not limited to, the utilization of contract services, such practices may be altered and, as altered, implemented by the Port Authority after notifying the BTU and giving the appropriate Business Representative a reasonable amount of time to meet and confer with the Port Authority for the purpose of discussing possible options and alternatives, prior to implementation.

ARTICLE XXXVII. DISCIPLINE

As of the date of the execution of this Memorandum of Agreement, the Local Disciplinary Procedure described in Exhibit "L" attached hereto will be applicable to employees in the covered membership.

If a letter of reprimand has not been used as a basis for disciplinary action within one year from the date of such letter, such letter shall be removed from the employee's personnel folder, unless during such period related reprimands have been placed in the employee's folder. All letters of reprimand must be either initialed by the employee, or, if such employee refuses to so initial, such refusal shall be duly noted.

ARTICLE XXXVIII. DISTRIBUTION OF PAI's, OPI's, AND INFORMATION BULLETINS

The Port Authority will provide copies of all PAI's, OPI's, or Information Bulletins that may affect the operation of this Memorandum of Agreement to the Business Agents and shop stewards of the BTU; provided, that nothing herein shall be deemed to preclude implementation of the provisions of any such instruction or bulletin which are not inconsistent with this Memorandum of Agreement. In addition, promotion bulletins will be sent to all shop stewards and to the Business Agents of the BTU.

ARTICLE XXXIX. PROCEDURE AND POLICY CHANGES AND INTENT

The Port Authority may enforce, modify or cancel any PAI, OPI, Information Bulletin or take any other action not precluded by federal or state law in connection with Port Authority administration and operations, provided that if any such action is inconsistent with any provision of this Memorandum of Agreement, the provisions of this Memorandum shall control.

Unless a contrary intent is specifically expressed in this Memorandum of Agreement nothing herein shall be deemed to affect, in any way, or restrict modification of, any benefit, right, duty, obligation, liability or other thing which each member may now or hereafter have pursuant to rules and regulations or other instructions or directive hereto or hereafter established or promulgated by the Port Authority, and the BTU affirms that any such rules and regulations or other instructions or directives affecting the covered membership heretofore or hereafter established or promulgated shall be fully operative to said membership.

ARTICLE XL. MEMBERSHIP DUES AND REPRESENTATION FEE

Membership Dues: During the term of this Memorandum of Agreement, all employees in the covered membership who are members of the BTU (hereinafter called "members") shall have deducted from their wages or salaries and forwarded to the appropriate locals of the BTU, membership dues upon the conditions and in a manner and amount as provided below.

Membership Notices: No later than February 1, of each year during the term of this Memorandum of Agreement, the BTU shall notify the Port Authority in writing of the names of all members. In addition, during the term of this Memorandum of Agreement, the BTU shall notify the Port Authority in writing of the name of each member who joins the BTU.

Membership Dues Deductions:

1) The membership dues shall be deducted from members' salaries in equal bi-weekly installments. The total amount of membership dues so deducted shall be

transmitted to the appropriate locals of the BTU within thirty (30) days after each bi-weekly deduction.

2) Membership dues deductions from the wages or salary of any member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the member's placement in or re-entry into a position classification covered by this Memorandum of Agreement, provided that the Port Authority has received from the BTU the written notice of employee's membership in the BTU as required by this Section.

3) If, during the term of this Memorandum of Agreement, an employee in the covered membership by written notification directs the Port Authority (with a copy to the BTU) to cease membership dues deductions from his or her wages or salary, the Port Authority shall cease such deductions and commence deducting the representation fee appropriate under this Section within two standard pay periods.

Representation Fee:

1) Representation Fee: During the term of this Memorandum of Agreement, all employees in the covered membership who are not members of the BTU (hereinafter called "non- members") shall have deducted from their wages or salaries and forwarded to the appropriate locals of the BTU, a representation fee in a manner and in an amount as provided below.

2) Representation Fee Amount: At least two standard pay periods before any subsequent modification to the representation fee to be deducted, the BTU shall notify the Port Authority in writing of the representation fee sum to be deducted from non-members' wages and salaries, but in no event shall such fee exceed 85% of the membership dues of the BTU. Any change in the amount of the representation fee to be deducted shall be made upon written notification by the BTU to the Port Authority.

3) Representation Fee Deductions: The representation fee shall be deducted from non-members' salaries in equal bi- weekly installments. The total amount of representation fees so deducted shall be transmitted to the appropriate local of the BTU within thirty (30) days after each bi-weekly deduction along with the membership dues deducted pursuant to this Section.

4) Representation fee deductions from the wages or salary of any non-member shall commence on or after but in no case sooner than two standard pay periods following the beginning of the non-member's placement in or re-entry into a position classification covered by this Memorandum of Agreement.

5) If, during the term of this Memorandum of Agreement, the non-member becomes a BTU member, the Port Authority shall cease deducting the representation fee and commence deducting the membership dues on or after but in no case sooner than two standard pay periods following written notification to the Port Authority by the BTU of the change in status as required by this Section.

ARTICLE XLI. TERM

The term of this Memorandum of Agreement shall commence at 12:0 1 a.m. on March 4, 2002, and shall expire at 11:59 p.m. on October 3, 2006.

ARTICLE XLII. EFFECTIVENESS

This Memorandum of Agreement and its execution shall not be effective until it shall be in full force and effect pursuant to RSNJ 32:2-6 to RSNJ 32:2-9, inclusive, and pursuant to Chapter 700 of the Laws of New York of 1927, as amended by Chapter 215 of the Laws of New York of 1956 and by Chapter 602 of the Laws of New York of 1972.

ARTICLE XLIII. MISCELLANEOUS

A. Effective January 1, 1987, employees in the covered membership losing no time during a calendar year due to illness or IOD will receive payment of two days base pay at straight time rates.

B. Effective April 15, 1987, employees in the covered membership will be eligible to enroll in the New York State Deferred Compensation Plan (Internal Revenue Code Section 457).

C. Effective April 15, 1987, the Direct Deposit Plan already in effect for certain Port Authority employees will be made available to employees in the covered membership

who wish to participate on the same conditions and on the same basis as management employees.

D. Effective August 13, 1992 the payment of meal allowances will be discontinued.

E. Effective August 13, 1992, excused days for donating blood will be discontinued.

F. Effective August 13, 1992, the injury on duty benefit will be modified to supplement the Worker's Compensation benefit to a maximum of the employee's regular net take home pay after withholding of applicable taxes.

G. Effective January, 1994, employees with a total of no more than 3 of both sick and IOD days taken in one calendar year and who are entitled to twenty (20) vacation days annually of this allotment of vacation days during the year, will have the option, pursuant to the same procedure which is available to managerial employees, to exchange up to 5 unused vacation days for cash at straight time rates. Employees with no sick or IOD days taken may exchange up to 10 unused vacation days.

H. The present practice concerning the use of Port Authority parking facilities by the covered membership shall continue, as long as such facilities are continued by the Port Authority as parking facilities.

I. If, during the term of this Memorandum of Agreement, it is determined that participation by The Port Authority in a BTU-sponsored annuity funds is legally permissible, then The Port Authority and the BTU will meet to establish bargaining-unit participation in a BTU Annuity Fund effective on the March 4th following such meeting. Contributions to the Annuity Fund shall be on a pre-tax basis, and the employee's compensation shall be reduced on a dollar-for-dollar basis with the amount of the employee's contribution to the Annuity Fund.

J. Effective with the execution of this Memorandum of Agreement, employees in the covered membership will participate in the EZ Pass program on the same basis as management employees.

ARTICLE XLIV. COMMERCIAL DRIVER'S LICENSE

The Port Authority will continue to provide paid time for the purpose of taking tests required for CDL endorsement and renewals and pay the cost of obtaining and renewing a CDL and necessary endorsements. Employees who do not possess a valid CDL with the necessary endorsements and whose position requires one may be deemed unfit for duty if no appropriate placement can be found.

DATED: NEW YORK, NEW YORK
DECEMBER 1, 2003

The PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Director
Labor Relations Department

Witness: _____

Witness: _____

The MAINTENANCE DIVISION OF THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF GREATER NEW YORK

By: John Barnett
Chairman

Witness: _____

Witness: _____

Witness: Joe Caliciano

EXHIBIT A CLASS TITLES

CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE MAINTENANCE DIVISION OF THE BUILDING AND CONSTRUCTION TRADES COUNCIL (BTU)

SPEC-NO.	CLASS TITLE	SALARY RANGE
2126	Bridge Maintenance Mechanic	C-90
2211	Bridge Painter	C-90
2115	Carpenter	C-87
2119	Locksmith	C-87
2105	Maintenance Roofer	C-87
2272	Painter	C-87
2240	Sign Painter	C-87
2128	Structural Maintenance Mechanic	C-90
2109	Structural Maintenance Specialist	C-91
2125	Trades Helper (Bridge Painting)	C-81
2113	Trades Helper (Carpentry)	C-80
2273	Trades Helper (Painting)	C-80
2129	Trades Helper (Structural)	C-81
2048	Upholsterer	C-85

EXHIBIT B-1 - SALARY RANGES

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-80		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,151	$29,926	$1,191	$30,966	$1,233	$32,058	$1,270	$33,020
Step 1	2ND YR	$1,210	$31,460	$1,252	$32,552	$1,296	$33,696	$1,335	$34,710
Step 2	3RD YR	$1,324	$34,424	$1,370	$35,620	$1,418	$36,868	$1,461	$37,986
Step 3	4TH YR	$1,358	$35,308	$1,406	$36,556	$1,455	$37,830	$1,499	$38,974
Step 4	5TH YR	$1,721	$44,746	$1,781	$46,306	$1,843	$47,918	$1,898	$49,348
Step 5	6TH YR	$1,784	$46,384	$1,846	$47,996	$1,911	$49,686	$1,968	$51,168

Range C-81		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,224	$31,824	$1,267	$32,942	$1,311	$34,086	$1,350	$35,100
Step 1	2ND YR	$1,286	$33,436	$1,331	$34,606	$1,378	$35,828	$1,419	$36,894
Step 2	3RD YR	$1,406	$36,556	$1,455	$37,830	$1,506	$39,156	$1,551	$40,326
Step 3	4TH YR	$1,440	$37,440	$1,490	$38,740	$1,542	$40,092	$1,588	$41,288
Step 4	5TH YR	$1,827	$47,502	$1,891	$49,166	$1,957	$50,882	$2,016	$52,416
Step 5	6TH YR	$1,904	$49,504	$1,971	$51,246	$2,040	$53,040	$2,101	$54,626

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-85		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,648	$42,848	$1,706	$44,356	$1,766	$45,916	$1,819	$47,294
Step 3	4TH YR	$1,707	$44,382	$1,767	$45,942	$1,829	$47,554	$1,884	$48,984
Step 4	5TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478

Range C-87		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,652	$42,952	$1,710	$44,460	$1,770	$46,020	$1,823	$47,398
Step 3	4TH YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 4A	5TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478
Step 4B	6TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478
Step 5	7TH YR	$2,322	$60,372	$2,403	$62,478	$2,487	$64,662	$2,562	$66,612

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-89		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,530	$39,780	$1,584	$41,184	$1,639	$42,614	$1,688	$43,888
Step 1	2ND YR	$1,608	$41,808	$1,664	$43,264	$1,722	$44,772	$1,774	$46,124
Step 2	3RD YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 3	4TH YR	$1,779	$46,254	$1,841	$47,866	$1,905	$49,530	$1,962	$51,012
Step 4A	5TH YR	$2,248	$58,448	$2,327	$60,502	$2,408	$62,608	$2,480	$64,480
Step 4B	6TH YR	$2,248	$58,448	$2,327	$60,502	$2,408	$62,608	$2,480	$64,480
Step 5	7 TH YR	$2,398	$62,348	$2,482	$64,532	$2,569	$66,794	$2,646	$68,796

Range C-90		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,629	$42,354	$1,686	$43,836	$1,745	$45,370	$1,797	$46,722
Step 1	2ND YR	$1,712	$44,512	$1,772	$46,072	$1,834	$47,684	$1,889	$49,114
Step 2	3RD YR	$1,814	$47,164	$1,877	$48,802	$1,943	$50,518	$2,001	$52,026
Step 3	4TH YR	$1,877	$48,802	$1,943	$50,518	$2,011	$52,286	$2,071	$53,846
Step 4A	5TH YR	$2,375	$61,750	$2,458	$63,908	$2,544	$66,144	$2,620	$68,120
Step 4B	6TH YR	$2,375	$61,750	$2,458	$63,908	$2,544	$66,144	$2,620	$68,120
Step 5	7 TH YR	$2,504	$65,104	$2,592	$67,392	$2,683	$69,758	$2,763	$71,838

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED BEFORE 10/6/94

Range C-91		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,739	$45,214	$1,800	$46,800	$1,863	$48,438	$1,919	$49,894
Step 1	2ND YR	$1,822	$47,372	$1,886	$49,036	$1,952	$50,752	$2,011	$52,286
Step 2	3RD YR	$1,940	$50,440	$2,008	$52,208	$2,078	$54,028	$2,140	$55,640
Step 3	4TH YR	$2,027	$52,702	$2,098	$54,548	$2,171	$56,446	$2,236	$58,136
Step 4	5TH YR	$2,610	$67,860	$2,701	$70,226	$2,796	$72,696	$2,880	$74,880

EXHIBIT B-2 - SALARY RANGES

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-80		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,151	$29,926	$1,191	$30,966	$1,233	$32,058	$1,270	$33,020
Step 1	2ND YR	$1,210	$31,460	$1,252	$32,552	$1,296	$33,696	$1,335	$34,710
Step 2	3RD YR	$1,324	$34,424	$1,370	$35,620	$1,418	$36,868	$1,461	$37,986
Step 3	4TH YR	$1,358	$35,308	$1,406	$36,556	$1,455	$37,830	$1,499	$38,974
Step 4	5TH YR	$1,427	$37,102	$1,477	$38,402	$1,529	$39,754	$1,575	$40,950
Step 5	6TH YR	$1,784	$46,384	$1,846	$47,996	$1,911	$49,686	$1,968	$51,168

Range C-81		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,224	$31,824	$1,267	$32,942	$1,311	$34,086	$1,350	$35,100
Step 1	2ND YR	$1,286	$33,436	$1,331	$34,606	$1,378	$35,828	$1,419	$36,894
Step 2	3RD YR	$1,406	$36,556	$1,455	$37,830	$1,506	$39,156	$1,551	$40,326
Step 3	4TH YR	$1,440	$37,440	$1,490	$38,740	$1,542	$40,092	$1,588	$41,288
Step 4	5TH YR	$1,514	$39,364	$1,567	$40,742	$1,622	$42,172	$1,671	$43,446
Step 5	6TH YR	$1,904	$49,504	$1,971	$51,246	$2,040	$53,040	$2,101	$54,626

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-85		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,648	$42,848	$1,706	$44,356	$1,766	$45,916	$1,819	$47,294
Step 3	4TH YR	$1,707	$44,382	$1,767	$45,942	$1,829	$47,554	$1,884	$48,984
Step 4	5TH YR	$2,178	$56,628	$2,254	$58,604	$2,333	$60,658	$2,403	$62,478

Range C-87		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,484	$38,584	$1,536	$39,936	$1,590	$41,340	$1,638	$42,588
Step 1	2ND YR	$1,558	$40,508	$1,613	$41,938	$1,669	$43,394	$1,719	$44,694
Step 2	3RD YR	$1,652	$42,952	$1,710	$44,460	$1,770	$46,020	$1,823	$47,398
Step 3	4TH YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 4A	5TH YR	$1,803	$46,878	$1,866	$48,516	$1,931	$50,206	$1,989	$51,714
Step 4B	6TH YR	$1,893	$49,218	$1,959	$50,934	$2,028	$52,728	$2,089	$54,314
Step 5	7 TH YR	$2,322	$60,372	$2,403	$62,478	$2,487	$64,662	$2,562	$66,612

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-89		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,530	$39,780	$1,584	$41,184	$1,639	$42,614	$1,688	$43,888
Step 1	2ND YR	$1,608	$41,808	$1,664	$43,264	$1,722	$44,772	$1,774	$46,124
Step 2	3RD YR	$1,718	$44,668	$1,778	$46,228	$1,840	$47,840	$1,895	$49,270
Step 3	4TH YR	$1,779	$46,254	$1,841	$47,866	$1,905	$49,530	$1,962	$51,012
Step 4A	5TH YR	$1,868	$48,568	$1,933	$50,258	$2,001	$52,026	$2,061	$53,586
Step 4B	6TH YR	$1,959	$50,934	$2,028	$52,728	$2,099	$54,574	$2,162	$56,212
Step 5	7 TH YR	$2,398	$62,348	$2,482	$64,532	$2,569	$66,794	$2,646	$68,796

Range C-90		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,629	$42,354	$1,686	$43,836	$1,745	$45,370	$1,797	$46,722
Step 1	2ND YR	$1,712	$44,512	$1,772	$46,072	$1,834	$47,684	$1,889	$49,114
Step 2	3RD YR	$1,814	$47,164	$1,877	$48,802	$1,943	$50,518	$2,001	$52,026
Step 3	4TH YR	$1,877	$48,802	$1,943	$50,518	$2,011	$52,286	$2,071	$53,846
Step 4A	5TH YR	$1,972	$51,272	$2,041	$53,066	$2,112	$54,912	$2,175	$56,550
Step 4B	6TH YR	$2,068	$53,768	$2,140	$55,640	$2,215	$57,590	$2,281	$59,306
Step 5	7 TH YR	$2,504	$65,104	$2,592	$67,392	$2,683	$69,758	$2,763	$71,838

TABLE OF SALARY RANGES OF CLASS TITLES COVERED BY MEMORANDUM OF AGREEMENT WITH THE COUNCIL OF BUILDING TRADES UNIONS
EMPLOYEES HIRED OR PROMOTED ON OR AFTER 10/6/94

Range C-91		Effective Date 3/4/02 to 3/3/03		Effective Date 3/4/03 to 3/3/04		Effective Date 3/4/04 to 3/3/05		Effective Date 3/4/05 to 10/3/06	
		Biweekly	Annual	Biweekly	Annual	Biweekly	Annual	Biweekly	Annual
Step 1A	1ST YR	$1,739	$45,214	$1,800	$46,800	$1,863	$48,438	$1,919	$49,894
Step 1	2ND YR	$1,822	$47,372	$1,886	$49,036	$1,952	$50,752	$2,011	$52,286
Step 2	3RD YR	$1,940	$50,440	$2,008	$52,208	$2,078	$54,028	$2,140	$55,640
Step 3	4TH YR	$2,027	$52,702	$2,098	$54,548	$2,171	$56,446	$2,236	$58,136
Step 4	5TH YR	$2,610	$67,860	$2,701	$70,226	$2,796	$72,696	$2,880	$74,880

EXHIBIT C - SHIFT AND WEEKEND DIFFERENTIAL

Shift and Weekend Differentials	Exhibit C
Shift Differential – Normal Work Tours 12 Midnight Sunday to 12 Midnight Friday	FROM: November 2. 1986 TO: December 23, 1989
Afternoon Shift (starting 2:00 PM – 6:00 PM) Evening Shift (starting 10:00 PM – 1:00 AM)	5% on base hourly pay 5% on base hourly pay

No shift differential payments will be earned for hours worked on tours designated as day tours. A day tour is defined as one with a starting time between 6:00 AM – 10:00 AM.

Saturday Differential	FROM: November 2, 1986 TO: December 23, 1989
Evening Tour	15% of base hourly pay
Day Tour	15% - - - -
Afternoon Tour	15% - - - -
Sunday Differential	
Evening Tour	25% of base hourly pay
Day Tour	25% - - - -
Afternoon Tour	25% - - - -

No shift or Saturday or Sunday differential shall be paid to employees during overtime hours, except where provided by applicable law. Applicable differentials shall be paid to employees earning Holiday Premium.

Base Hourly Pay is the applicable base hourly pay as set forth in Exhibit B. The minimum hourly shift differential payment will be $.45.

EXHIBIT D - OVERTIME POLICY

An initial overtime roster will be compiled at the beginning of each calendar year according to classification seniority within each title. Employees who are assigned to a unit after the initial overtime roster has been constructed will be credited for equalization purposes with the average number of hours charged to members of the unit.

NON-SCHEDULED OVERTIME

When it is necessary for an employee to work overtime on a non-scheduled basis, the availability of those to be selected will be limited to those actually working at the time the overtime is required. Employees will be asked to work based on the lowest amount of overtime charged by those available at the time. Each employee may have the option of refusing the overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

The only exception to this will be overtime that will be worked as a continuation of a project being done during the regular tour. In this event, those employees working on the project will continue to do so if a change in staff would impede the completion of the task, even if it requires subsequent days of work including RDO's.

SCHEDULED OVERTIME

On those occasions when overtime work can be planned, supervisors shall request employees to work the scheduled overtime, such request to be made to such employees in the inverse order of overtime charged for that year. This would include employees not immediately available who might have to be contacted by telephone. Employees will have the option as to whether or not they elect to work the scheduled overtime. In the event all the employees refuse, the employee with the lowest amount of charged overtime will be ordered to work the overtime unless he arranges for a substitute.

ACCOUNTING FOR OVERTIME

An overtime roster, maintained by the unit supervisor, which reflects the amount of overtime charged to each employee, shall be kept current. Charged overtime is the sum of the overtime worked by the employee plus the amount of overtime refused by the employee for the year in question.

STANDBY

Whenever an employee is directed to standby at his home or facility, he will be paid for all hours he is required to standby

CANCELLING, POSTPONING AND RESCHEDULING OVERTIME

For scheduled work (other than snow) that is not a continuation of a tour, an employee who is scheduled to work in a situation that could require the payment of overtime, will in all such cases work a minimum of four hours.

SNOW EMERGENCY PROCEDURES

a) Where a facility posts snow emergency work schedule ("A" shift – hours between 8:00 A.M. to 8:00 P.M. – "B" shift – hours between 8:00 P.M. and 8:00 A.M.) employees scheduled to work the "A" shift who are changed to the "B" shift would receive a Schedule Change Premium. The same would apply to an employee normally scheduled to work the "B" shift who would be subsequently changed to the "A" shift.

b) If an employee is required to call in during snow conditions, on a continuing basis, and is not required to report in connection with the snow schedule, he will be compensated to the extend of four (4) hours at standard time.

c) Employees who are granted excused time in connection with snow removal operations will have these hours credited as hours worked in lieu of call-in premiums.

RESPONSIBILITY

Overtime rosters should be available and should be kept current. This responsibility will be charged to the unit supervisor. In the event that the proper employee is not given the opportunity to work an overtime job by management, then that employee shall receive four hours pay as restitution.

EXHIBIT E – GRIEVANCE PROCEDURE

A. Policy

The parties agree to encourage informal resolution of disputes and differences between them prior to the initiation of action pursuant to this grievance procedure.

B. Definition

The following procedures shall apply to the processing of complaints limited to the application or interpretation by the Port Authority of any provision of this Agreement. This procedure shall not apply to any dispute that directly or indirectly relates to the performance of the unit work of the BTU. The parties agree that such disputes are expressly excluded from this grievance/arbitration procedure and may not be adjudicated hereunder. Disputes that directly or indirectly relate to the performance of the unit work of the BTU shall be subject to the exclusive jurisdiction of the Port Authority Employment Relations Panel.

The parties further agree that any dispute that directly or indirectly relates to any alleged change in any existing term and condition of employment not expressly articulated in this Memorandum of Agreement is also expressly excluded from the scope of the parties' agreement to arbitrate as set forth herein.

C. Procedure

1. Step 1 - The Unit head and the Union shall meet within five work days of a request to do so by the Union to resolve all issues within five (5) working days.

2. Step 2 – If the issues are not resolved at Step 1, the Union shall present all grievances in writing setting forth all of the facts to the Division Manager within thirty (30) work days after the occurrence of the event or action which gave rise to the grievance or the date the grievant should reasonably have been expected to become aware of the event which gave rise to the grievance. The grievance shall state which provisions of the Agreement that are alleged to have been violated and shall set forth the facts of the even or action that gave rise to the grievance. The Division Manager and the Union shall meet within five work days (or other mutually agreeable time) of the date of receipt of the written grievance in order to resolve all grievable issues raised therein. The Division Manager shall respond to the grievance, in writing, within five (5) work days of after the meeting with the Union.

3. Step 3 – If the parties fail to resolve the grievance at Step 2 or the Port Authority fails to respond within five (5) work days of its presentation, the Union may submit an appeal of the grievance, in writing, within fifteen (15) work days thereafter to the Labor Relations Manager, Labor Relations Department. The Labor Relations Manager and the Union shall meet within five work days (or other mutually agreeable time) of the date of receipt of the grievance by the Labor Relations Manager in order to resolve all grievable issues raised therein. Within twenty (20) work days after the meeting, the Labor Relations Manager shall respond, in writing, to the grievance appeal. The Labor Relations Manager's response shall be final and binding upon the Port Authority, the BTU, and the grievant(s) unless appealed to arbitration as provided in Step 4 below.

4. Step 4 – Arbitration

i. If the parties fail to resolve the grievance at Step 3 or the Port Authority fails to respond within twenty (20) work days after receipt by the Labor Relations_Manager of the grievance appeal, the Union shall have the exclusive right to refer the grievance to arbitration. The Union shall inform the Port Authority in writing that it is referring any such grievance to arbitration.

ii. An arbitrator shall be selected from a panel of arbitrators that is mutually agreed to by the Port Authority and the Union.

iii. The decision of the arbitrator shall be final and binding upon the Port Authority, the BTU and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

iv. The arbitrator shall not have the power to add to, subtract from or modify the provisions of the Memorandum of Agreement and shall confine his/her decision solely to the interpretation and application of the Memorandum of Agreement. The arbitrator shall have no authority to determine any other issue not submitted in connection with the subject grievance. The arbitrator shall operate within the rules of the American Arbitration Association.

v. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. If a court reporter is requested, that cost shall be borne by the party requesting the court reporter. If both parties require a transcript of the proceeding, then the cost of the court reporter shall be shared equally between the parties.

D. Representation

The grievant is entitled to Union representation at any grievance and arbitration meeting. The Union shall have the exclusive right to represent members in any grievance. The Union shall receive copies of written determinations and of appeals at all steps.

E. General Provisions

1. All time limits contained in this procedure may be extended by mutual agreement.

2. The Union shall have the right to submit a grievance on behalf of a group of employees where a violation is alleged.

EXHIBIT F - VACATIONS

Change Notice No. 119 dated June 16, 1975 incorporated herein.

Office of the Executive Director

PAI 20-3.01

The Port Authority
Of New York and New Jersey

Revised October 17, 1974

VACATIONS

I. Introduction

This instruction outlines the policies and operating procedures on vacations for Port Authority employees.

II. Policies

A. Vacations for Port Authority employees are based on the assumption that they contribute to the good health and well- being of the staff and are, therefore, mutually beneficial to the employee and the organization.

B. Permanent, probationary, and project employees of the Port Authority receive vacations depending on length of service. job classification, and certain other factors defined in the following attachments to this instruction:

1. Attachment 1. Operating Rules – Vacations

2. Vacation Allowance Schedule A. Managerial, Professional, and Technical Classes not Covered by Memorandum of Agreement.

3. Vacation Allowance Schedule B. Non-Police Employees Covered by Memoranda of Agreement with Employee Organizations.

4. Vacation Allowance Schedule C. All members of the Police Force.

5. Vacation Allowance Schedule D. Managerial, Professional, and Technical Staff in Pay Plan B Levels 4-7 With Less Than 5 Years Service and Levels 8 and Above With Less Than Ten Years Service.

C. Holders of the awards shown below, with the exception of the Meritorious Police Duty Medal, will receive the extra vacation allowances indicated beginning in the year in which the medal if awarded. Upon termination, medal holders will receive full value for these vacation days for the year in which the separation occurs unless they are discharged for cause or resign under charges.

All Employees Awarded:	Receive Extra Days of Vacation as follows:
The Medal of Honor	3
The Howard S. Cullman Distinguished Service Medal	3
The Distinguished Service Medal	2
The Commendation Medal/Police Commendation Medal	1
The Meritorious Police Duty Medal	1 *

*Holders of this award receive one extra day vacation during the twelve-month period following the award ceremony.

D. The Personnel Director may, with the approval of the Executive Director, modify vacation policies to fit the requirements of unusual situations.

E. In the event that changes are made in vacation allowances or operating rules for employees covered by memoranda of agreement with employee organizations, the provisions of the new memorandum of agreement supersede those of this instruction.

Attachments: Attachment 1
Schedule A
Schedule B
Schedule C
Schedule D

Change Notice No. 119 dated June 16, 1975 incorporated herein.

OPERATING RULES - VACATIONS

I. Vacation Scheduling for Pay Plan C (Including Pay Plan D. Levels 1-5) Staff

A. Each facility will publish an annual vacation schedule, stating the periods when operating conditions will permit vacations to be taken and the number of employees in each class of each work group who will be permitted to pick vacations during those periods. Where operating conditions permit, provision should be made for scheduling vacations throughout the year. Employees picking vacations will do so in minimum periods of one week and maximum periods of two weeks in order of their Port Authority seniority.

Employees in T. W. U. classes are permitted to take vacations in all weeks of a calendar year. When peak staffing is required by the facility manager, a minimum of one employee in each classification may, in any such week, elect to take his vacation.

B. Employees entitled to three or four weeks vacation, wishing to take it all in a single period, will do so in Port Authority seniority order within each classification in a work group during the second series of picks. Employees with five weeks vacation, wishing to take it all in a single period, will do so in a third series of picks.

C. When approved by management, employees will be permitted to take single vacation days. Such days will be deducted from the least desirable pick which is understood to be the last pick made by each employee.

D. 1. Vacation scheduling for Police will be handled in accordance with instructions issued by the Superintendent of Police.

2. If a Police Officer is required to work for other than disciplinary reasons on a scheduled vacation day and if such vacation day is not rescheduled at the request of the Police Officer, payment for the day will be made at overtime rates.

II. Rules for Charging Vacation Time

A. Vacation days taken in any year shall be charged first against any accrued normal vacation carried over from the prior year,

and second, against the current year's normal vacation allowance. The only exception to this sequence is for the Special Vacation days (see Paragraph V. below) which may be taken at any time, subject to the controls. If any, of the employee's, department.

B. When a paid holiday occurs during an employee's vacation period, it will not be counted as a day of vacation (see PAI 20-3.02).

C. When management excused time (unscheduled holidays. National days of mourning, weather. etc.) is granted during an employee's vacation period, it will be counted as vacation time.

III. Vacation in Connection with Sick Leave

A. If an employee falls ill after starting his scheduled vacation, the period of his illness during this vacation cannot be charged as a sick absence. However, if an employee is hospitalized for one night or more while on vacation, only the days of hospitalization should be charged as sick absence time. Should questions arise regarding application of this policy, the Personnel Department should be consulted.

B. If an employee's sick absence starts before a scheduled vacation, the time absent due to illness should be charged as sick absence provided the employee returns to work at the end of his illness before starting his vacation.

C. 1. A non-police employee who is absent for an extended period because of illness or injury, whether work connected or not, and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. Department heads will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

2. A police employee who is absent for an extended period because of illness and who received paid sick leave for a part or all of the period of absence, may be required to forfeit a portion or all of his normal vacation allowance. The Superintendent of Police will recommend to the Personnel Director for his approval the appropriate action to be taken in such cases.

IV. Vacation Carryover

A. Vacation must be taken in the year in which it is earned, unless special permission for carryover of vacation allowance from the year earned to the following year is granted by the Personnel Director. Such permission must be obtained prior to the end of the year in which the vacation is earned. No employee may carry over to a succeeding year more than one full year's vacation allowance. Department heads (or, for Police, the Superintendent of Police) may authorize carryover of vacations of five days or less. The only exception to this rule is for Special Vacation allowance and is described in Paragraph V, C and D, below.

B. In determining the amount of vacation which may be carried over to a succeeding year, a continuous period of vacation begun before the end of one calendar year which extends into the succeeding calendar year shall be considered to have been taken in its entirety during the calendar year in which it was begun.

V. Special Vacation Allowance for Certain Professional, Managerial and Executive Staff

A. Under previously authorized compensation adjustments, Professional, Managerial, and Executive staff in salary levels 6 through 13 could choose special vacation days as additional compensation.

B. These special vacation days, if opted for, are credited to the employee's annual vacation allowance on a calendar year basis beginning on January 1 each year. At that time, the employee will be required to reduce his or her annual allotment of special vacation days by converting a portion of them into a dollar amount necessary to cover his or her Social Security obligations for the ensuing year. If the employee leaves the Port Authority before the end of the 12-month cycle, payment for these special vacation days will be prorated based on the number of months which have elapsed since the beginning of the current year.

C. Special vacation allowances should be taken as time off, if possible. The maximum accumulation of special vacation days at the end of any calendar year is thirty days. In the event it is impossible to reduce an employee's special vacation days to below thirty at the end of any calendar year, a special payment will be made in December of that year for any such days in excess of thirty. Departments will prepare Special Payment Requests (form PA 1992) to pay employees for such accumulate

special vacation days in excess of thirty days at the rate of pay then currently earned by the affected employee.

D. Those special vacation days which are not (I) taken as paid time off, (2) paid for annually, (3) converted to FICA payments, or (4) diminished by other means will be paid for only on a separation from the Port Authority on the basis of the employee's salary rate in effect at that time.

E. These special vacation days should be recorded separately from the standard vacation day tally on the appropriate documents.

VI. Length of Service in Connection with Vacation

Length of service is determined as follows in computing vacation allowance:

A. All periods of authorized absence with pay are included.

B. All time on military leave and sick leave, with or without pay, is included.

C. Time on Long Term Absence without pay is not included.

D. If an individual is separated because of reduction in force and is re-employed within one year of the date of separation, his service prior to separation if included.

E. If an individual is re-employed after dismissal or resignation, or after a separation of more than one year due to reduction in force, his service prior to such dismissal, resignation, or separation is not included, unless specifically approved by the Personnel Director.

F. Service as a full-time temporary employee is included, provided there is no interruption in employment exceeding five calendar days at the time his status is changed to project or permanent employee.

VII. Vacation Allowance at Separation or Leave of Absence

A. 1. An employee who is separating from Port Authority employment in any circumstances other than those specified in Paragraphs B and C, below, or beginning a Leave of Absence, is entitled to Vacation Allowance as shown on the appropriate Vacation Schedule attached, plus any unused vacation carried forward from the previous year.

2. Vacation allowance at separation or Leave of Absence (Ordinary, Maternity, Long Term Military) will be reduced by any vacation days already taken in the calendar year in which the separation or leave occurs.

3. If the employee has already taken vacation days in excess of his allowance, their value is subtracted from his last paycheck before the separation or leave. However, if at the time of the separation or leave, vacation has been taken in excess of vacation due in accordance with a published facility or unit vacation schedule, no adjustments in the final salary check will be made, provided that the employee did not initiate a change in his assigned vacation via a mutual swap or special request.

4. An employee beginning a Leave of Absence may be required to take the unused portion of his vacation before the leave begins.

5. An employee returning from a Leave of Absence in a calendar year other than that in which the leave began will be entitled to a vacation allowance, for that year only, as shown on the appropriate Vacation Schedule attached.

B. Regardless of his termination date, an employee in good standing who has at least nine month's service and who is separated for such reasons as reduction in force, death, or retirement will be granted his full vacation allowance for the calendar year in which his services terminate. Non-Police employees must have been present at work for at least one day during the calendar year for this provision to apply.

C. An employee in good standing who is separated for any reason, before the completion of nine month's service, and all employees who are discharged for cause, or resign under charges, are not eligible for vacation allowances on separation. Adjustments in the final salary check will be made in such cases for any vacation taken in the calendar year.

D. A member of the Police Force absent without pay for more than thirty consecutive days during a year, with the exception of absence while on military leave, shall have his succeeding vacation allowance reduced by 1/12 for each 30 consecutive days of such absence

Exhibit G - Vacation Allowance Schedule

VACATION ALLOWANCE		YEAR OF HIRE MONTH OF APPOINTMENT												Years of 1st to 4th ANNIVERSARY	YEAR OF 5TH ANNIVERSARY					Years of 6th to 9th ANNIVERSARY	YEAR OF 10TH ANNIVERSARY					Years of 11TH to 24TH ANNIVERSARY	YEAR OF 25TH ANNIVERSARY					Years of 26TH AND LATER ANNIVERSARIES
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1		Aug 31 / Jan 1	Sept 30 / Sept 1	Oct 31 / Oct 1	Nov 30 / Nov 1	Dec 31 / Dec 1	
		10	9	8	7	6	5	4	3	2	1	0	0	10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE IN YEAR OF SEPARATION OR START OF LEAVE OF ABSENCE	Month of Separation																															
	Jan													1	1	1	1	1	1	1	2	2	2	1	1	2	2	2	2	2	2	2
	Feb													2	3	2	2	2	2	3	2	3	3	3	3	3	4	4	4	4	4	4
	Mar													2	4	4	3	3	3	4	5	5	5	4	4	5	6	6	6	6	5	6
	Apr													3	5	5	4	4	4	5	7	6	6	6	5	7	8	8	8	7	7	8
	May													4	6	6	5	5	5	6	8	8	8	7	7	8	10	10	10	9	9	10
	Jun													5	8	7	7	6	6	8	10	10	9	9	8	10	12	12	12	11	11	12
	Jul													6	9	8	8	7	6	9	12	11	11	10	9	12	15	14	13	13	12	15
	Aug													7	10	9	9	8	7	10	13	13	12	11	11	13	17	16	15	15	14	17
	Sep													7	11	11	10	9	8	11	15	14	14	13	12	15	19	18	17	17	16	19
	Oct	8												8	13	12	11	10	9	13	17	16	15	14	13	17	21	20	19	18	18	21
	Nov	9	8											9	14	13	12	11	10	14	18	17	16	16	15	18	23	22	21	20	19	23
	Dec	10	9	8										10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
VACATION ALLOWANCE UPON RETURN FROM LEAVE OF ABSENCE	Month of Return from Leave of Absence																															
	Jan													10	15	14	13	12	11	15	20	19	18	17	16	20	25	24	23	22	21	25
	Feb													9	14	12	11	10	9	14	18	17	16	16	15	18	23	22	21	20	19	23
	Mar													8	13	11	10	9	8	13	16	16	15	14	13	16	21	20	19	18	17	21
	Apr													7	11	10	9	8	7	11	15	14	14	13	12	15	19	18	17	17	16	19
	May													7	10	8	8	7	5	10	14	13	12	11	11	14	17	16	15	15	14	17
	Jun													6	9	7	7	6	6	9	12	11	10	10	9	12	15	14	13	13	12	15
	Jul													5	8	6	6	5	5	8	10	10	9	9	8	10	13	12	12	11	11	13
	Aug													4	6	5	4	4	4	6	8	8	7	7	7	8	11	10	10	9	9	11
	Sep													3	5	5	3	3	3	5	6	6	6	6	5	6	9	8	8	7	7	9
	Oct													2	3	3	2	2	2	4	4	5	5	4	4	4	7	6	6	6	5	7
	Nov													1	2	1	1	1	1	3	3	3	3	3	3	3	5	4	4	4	3	5
	Dec													0	0	0	0	0	0	2	2	2	1	2	1	2	3	2	2	2	2	3

EXHIBIT H – SICK ABSENCE CONTROL PROGRAM

In order to promote the well-being of employees, the sick leave policy and protection for long term illnesses specified in PAI 20-3.03 date July 1, 1968 remains in effect. This policy provides a maximum of 13 weeks at full and 39 weeks at half pay for an employee with ten years of service. As specified in said PAI, the Personnel Director may extend sick leave benefits beyond regular allowances. In evaluating whether to extend such benefits, the Personnel Director shall consider the entire record of the employee including his performance and prior attendance record. In addition, effective January 1, 1978, the sick absence control program described herein shall apply to employees in the covered membership.

In computing sick absences, one day of absence or any number of consecutive days of absence would be considered as one occasion and would equal one point; each day of absence during any sick occasion would also equal one point.

If a permanent employee accumulates 9 or more points during any nine-month period, his absence experience, computed on the same basis, for the nine month period immediately preceding the first occasion upon the basis of which his points have been accumulated, will be examined. If he has accumulated less than six points, he will be given a warning. If in said preceding nine months period or the nine month period following the warning, such employee has accumulated 6 or more points, such employee shall be placed upon a Doctor's Note Restriction for a period of nine months. A Doctor's Note Restriction shall mean that such employee will not be paid for any sick absences thereafter unless upon his return to work such employee submits a Doctor's Note to his supervisor.

If in the nine month period commending with the application of a restriction on the employee's sick pay status, the employee has accumulated less than 5 points, his sick leave restriction will be removed. If the said employee during said period accumulated 5 or more points, his absence record will be reviewed and a new determination will be made. If during the nine month period of restriction that an employee is on doctor's note status, he accumulated more than five points he will be placed on a no-pay status for future absences for nine months.

In computing points, sick absences resulting in hospitalization and the first sick absence caused by and directly related to an injury on duty within any twelve month period shall be excluded; thereafter, all additional sick absence with that period attributable to any IOD shall be included, unless the Director of the Human Resources Department determines otherwise. The only exception will be in the case of an employee who has a documented absence as a result of a reoccurrence of the original IOD within seven work days from the return to work. By documented it is meant sent home by a Port Authority physician. In this event, if the employee had not been on any type or restricted pay status or doctor's note status prior to the original injury on duty, the reoccurrence of the IOD will not be used in computing points.

When an employee is placed on a Doctor's Note Restriction, the employee's record will be reviewed by the Facility Manager. If a pattern of abuse exists or if the employee has been excessively absent, the employee shall be subject to local facility discipline up to 5 days suspension according to the provisions or Discipline as stated in Exhibit L. Excessive and continuous absenteeism may be considered cause for further disciplinary action by the Director of the Human Resources Department.

Effective October 6, 1994, a recurring sick absence attributable to an IOD when the employee's return to work was "conditionally approved" by the Port Authority Office of Medical Services will not be subjected to the "seven work days" rule and will not be included in computing sick absence control program points.

This sick absence control program shall not be deemed to abrogate any existing Port Authority power with respect to controlling abuses of sick leave benefits.

EXHIBIT I - INFORMATION BULLETIN NO. 28

TO: All Unit Heads
FROM: Office of the Personnel Director
DATE: June 14, 1971
SUBJECT: LEAD PAY DIFFERENTIAL

COPY TO: Personnel Division Managers; Employee Organization Representatives

INFORMATION BULLETIN NO. 28 (Revised)

As stipulated in the Memorandum of Understanding with the Building Trades Union, effective 7/4/71, the present Journeyman and Lead Journeyman classes in the various Maintenance Trades will be consolidated into single classes. In addition, the present Maintenance Man I and Maintenance Man II (General) classes will be combined into the single title of Maintenance Man.

Employees in the new consolidated classes receiving the "Permanent Leadman Rate" are being paid to act as Leadman and should be assigned lead responsibility for work projects in their trades whenever possible. However, if the volume and nature of work requires it. Foremen on a day-to-day basis may designate other employees not receiving the "Permanent Lead Rate," leadman. When so designated, a Lead Pay Differential of $2.00 a day will be paid to eligible employees.

ELIGIBLE EMPLOYEES

To be eligible for the payment of a daily lead pay differential, an employee must be:

1. In a Maintenance Trades class assigned to salary range 87, 88, 89, or 90 or in the Maintenance Man class assigned to salary range 78.
2. At a salary rate other then the "Permanent Leadman Rate."

3. Specifically designated by his Foreman as having lead responsibility for the satisfactory completion of work projects meeting the criteria outlined below.

DEFINITION OF LEAD ASSIGNMENT

A Leadman will be specifically designated on a day-to-day basis by a Foreman to layout the job, give instruction to others, exercise independent judgment and be responsible for the satisfactory completion of work projects meeting the following criteria:

1. Project requires the assignment of 3 or more employees, at least one of whom is in the same or equivalent salary range as the employee designated as Leadman.
2. Work is not performed under the immediate direction and supervision of a Foreman or Supervisor.
3. Project requires the use of Journeyman level skills when an employee in Maintenance Trades classes is designated as Leadman, or is of a non-routine, semi- skilled nature when a Maintenance Man is designated as Leadman.

DIFFERENTIAL PAYMENT

An employee who meets qualifications for lead work will be paid a differential of $2.00 per day for each day he is responsible for the satisfactory completion of the assignment in accordance with the criteria outlined above. Each organization unit will maintain records of special payments earned by its eligible employees.

For each employee, except those employees using the Maintenance Time Card - Daily, Form PA 2259, the supervisor should prepare a separate form PA 1992, Special Payment

Request, listing each date on which lead pay was earned in the first column under the employee's name, the amount earned in "Gross Amount" column and the work order or job order number in the last column on the right. One form should be maintained for each calendar month for each employee and should be retained in the unit for audit purposes. At the end of the calendar month, a separate form PA 1992, in duplicate should be prepared for the entire unit. The total payment applicable to each employee should be entered on one line. Each form should include the unit's applicable accounting codes. Both copies of the consolidated Special Payment Request must be officially signed in the "Recommended by" section and forwarded promptly to the Payroll Section, Accounting Division. Payments will appear as "Special Payments" on the stub of the employee's checks.

For those employees using the Maintenance Time Card - Daily, form PA 2259, entry for lead a will be entered next to "Lead Electrician Differential (W.O. No. 50010)" by the affected employee and approved by the responsible supervisor.

If you have any questions concerning this procedure, please contact the Manager of the Operating Personnel Division.

Edward G. Gallas
Personnel Director

EXHIBIT J – USE OF RELIEF MAN

PAI 20-3.07
May 23, 1972
ATTACHMENT A
1 of 1

(Employees in Classes Represented by the Building Trades Union)

In units with rotating shifts involving the use of employees in B. T. U. classes as Relief Man, the following rules apply:

1. When the employee is scheduled to work as Relief Man, his tours may be changed to cover unplanned absences of other assigned employees without incurring work schedule change compensation. However, the Relief Man must have reasonable advance notice of a tour change, e. g.. at least eight hours off duty between tours; in addition, up to four hours' excused time may be granted upon approval of the department director. In order to cover for un- planned absences in situations where the above is not possible, the absence should be covered by overtime work on the part of other employees in lieu of changing the Relief Man's tour.

2. Where it become necessary to use a Relief Man other than the scheduled Relief Man, the former receives a work schedule change premium, equal to a standard half-day's pay, if his tour of duty is changed.

EXHIBIT K - USE OF RENTED AND EMPLOYEE-OWNED VEHICLES

(CN Nos. 142 & 144 incorporated herein.)

Office of the Executive Director
The Port Authority
of New York and New Jersey

PAI 15-3.50
Revised March 28, 1977

I. Introduction

This instruction describes the procedures governing the use of rented and employee-owned vehicles on Port Authority business. It supplements the instructions contained in PAI 15-3.02. The Port Authority Passenger Vehicle Use Program, and PAI 15-3.04. Use of Port Authority Passenger Vehicles.

II. Rented Automobiles and Taxis

A. Rented Automobiles

1. If no suitable Port Authority vehicles are available, the need to rent a passenger vehicle for use in the Port District on Port Authority business will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Special Services Division, General Services Department will be responsible for making the necessary arrangements. In cases where this is impractical (e. g., Trade Development or Port Authority employees on business outside the Port District) the arrangements are made by the department concerned, with concurrence of the General Services Department. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the use of a rental passenger vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

2. Accidents involving a vehicle rented by the Port Authority shall be reported as provided in PAI 55-3. 01, Accident Reporting.

B. Taxis

Taxis may be used by employees on Port Authority business if circumstances warrant the expense. Reimbursement is obtained by inclusion of the expense in Expense Account, form PA 15, or Petty Cash Voucher, form PA 618 (see PAI. 30-3 01, Expense Accounts)

II. Rented Special Use Vehicles

will be reviewed by the Operations Standards Division, Management Services Department. If the Operations Standards Division authorizes the rental, the Purchase and Supply Services Division, General Services Department, will be responsible for making the necessary arrangements. In the case of an emergency, the General Manager or Facility or Division Manager may authorize the rental of a special use vehicle. A memorandum of explanation should be sent to the Operations Standards Division, Management Services Department, as soon after the authorization as possible.

IV. Employee-Owned Vehicles

A. Authorization

1. Department Directors, deputy directors, organization unit heads, or their designees may authorize the use of employee-owned vehicles on Port Authority business when.

   a. Public transportation is unavailable or impractical;

   b. an employee is asked to respond from his or her home to an emergency situation and a Port Authority vehicle is not readily available; or

   c. the use of an employee-owned vehicle would require significantly less mileage on an origin-destination basis than the use of a staff car.

2. Except in cases when an employee is asked to respond from his or her home to an emergency situation, the employee must obtain authorization on either a Daytime Vehicle Usage Authorization, form PA 2036, or Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927. In the space provided for vehicle number, the employee should write his or her license plate number.

B. Conditions of Use

1. Employee-owned vehicles are subject to the same regulations as prescribed for Port Authority vehicles when their use on Port Authority business is authorized (see PAI 15-3.02).

2. Except for emergency call-in, only those drivers who are authorized to drive Port Authority vehicles may be permitted to use their own vehicles on Port Authority business. Written authorization is obtained by

completing a Daytime Vehicle Usage Authorization, form PA 2036, or Overnight, Weekend and Holiday Vehicle Usage Authorization, form PA 2927, using the employee's license plate number in place of the vehicle number.

C. Reimbursement

1. a. When a department director or organization unit head requests an employee to use his or her own vehicle on Port Authority business, reimbursement is made at the rate of 18.5 cents per mile.

   b. Personnel assigned to overseas trade offices are reimbursed for such vehicle use as follows:

London	-	33 cents per mile
Zurich	-	43 cents per mile
Tokyo	-	44 dents per mile

2. In addition, such other expenses as parking fees, non-Port Authority tolls, etc. • will also be reimbursed as may be required. Expense accounts claiming such reimbursement will show the starting and ending odometer readings, total mileage, starting point, destination and the reason why the employee's car was used. In certain cases, employees will be reimbursed on the basis of mileage traveled from their normal work place instead of mileage traveled from home. Expenses for repairs (other than for damages sustained in an accident) made to an employee - owned vehicle while in use on Port Authority business, and other vehicle maintenance costs, are not reimbursable (see Paragraph D, 4 below).

D. Accidents and Liability for Damages

1. Accidents arising out of the operation of an employee-owned vehicle on Port Authority business shall be fully reported as provided, in PAI 55-3. 01.

2. In the case of a claim against an employee for damages to third persons arising out of the operation of an employee-owned vehicle on Port Authority business, the employee against whom the claim is made should immediately notify his or her organization unit head, the Claims Section of the Law Department, and, if applicable, his or her insurance carrier. Such claims are deemed to be potential claims against the Port Authority and the provisions of the Board Resolution of May 12, 1955, relative to the settlement of such claims, will apply.

3. If the employee carries insurance against such claims, the Port Authority will pay only the amount by which the claim exceeds the insurance.

4. In the event any employee-owned vehicle on Port Authority business is damaged through accident, the Port Authority shall recompense the owner for that portion of losses deemed unrecoverable. The latter may include such losses as the amount deductible under a collision policy or for other losses not covered by insurance. Employees seeking unrecoverable expenses should contact the Claims Section, Law Department, for instructions.

E. Settlement of Claims

1. Employees whose vehicles have been damaged while on Port Authority business and who may be eligible for repayment of unrecoverable losses in accordance with the provisions of Paragraph IV, D, 4 shall, in all cases, comply with the following. Under any circumstances the cost of repairing the vehicle is to be estimated by a reputable, established auto body firm. An itemized statement must be included together with any copies of supplementary bills or statements.

2. The employee prepares a memorandum which includes all pertinent information concerning the expected cost of repairs and any unrecoverable losses and forwards the memorandum to his or her department director. The department director indicates on the employee's memorandum whether use of the vehicle on Port Authority business had been authorized and forwards the memorandum to the Claims Section.

3. Upon review, the Claims Section forwards approved claims to the Comptroller's Department for processing. In the event the claim is not approved for payment, the Claims Section notifies the claimant of the disapproval.

EXHIBIT L – DISCIPLINE

A. Introduction

No disciplinary action shall be taken except for good and sufficient cause or reason, and except in accordance with this procedure. The Employer subscribes to the principle of progressive discipline - *i.e.,* discipline is imposed for the purpose of correcting employee behavior.

B. Grounds for Discipline

The following are examples of good and sufficient cause or reason for discipline. Substantial or repeated neglect or failure of the employee properly to perform duties; substantial or repeated violation of rules and regulations; conduct seriously prejudicial to the Port Authority or the public interest.

C. Types of Disciplinary Action

1. The following measures, ***when taken for disciplinary purposes*** constitute disciplinary action within the meaning of this procedure. No other types of disciplinary action are authorized.

i. Dismissal from employment, including compulsory retirement.
ii. Demotion to a grade or title having a lower rate of pay.
iii. Transfer to a grade or title having different types of duties or responsibilities.
iv. Compulsory Leave of Absence Without Pay.
v. Reduction in seniority in cases where seniority lists affecting rights or privileges have been or are hereafter established.
vi. Forfeiture of vacation privileges.
vii. Minor discipline such as forfeiture of Port Authority passes, holiday or days off privileges, official reprimands (the written record of which shall be maintained by the Port Authority for a period of not less than one (1) year) and other appropriate minor disciplinary measures which do not affect the employee's grade, title, pay, or seniority.

D. Hearings and Disciplinary Procedures

1. The following types of disciplinary action shall not be taken except pursuant to formal written Charges and Specifications ("Charges") and a hearing before an Impartial Hearing Officer (unless the employee waives the filing of charges or the holding of such hearing): Dismissal; Demotion.

2. The following types of disciplinary action shall not be taken except pursuant to a written Notice of Intention to Discipline ("Notice" or "NOI") and a hearing before an Impartial Hearing Officer (unless the employee waives the notice or the holding of such hearing): compulsory leave of absence without pay in excess of five days; reduction in seniority; or vacation forfeiture in excess of five (5) days.

E. Functions of the Impartial Hearing Officer

1. The Impartial Hearing Officer shall be appointed by mutual consent of both the Port Authority and the BTU.

2. It shall be the function of the Impartial Hearing Officer to determine the truth or falsity of the alleged offense and if in the opinion of the Impartial Hearing Officer it is sustained, to determine the appropriate disciplinary action. The Impartial Hearing Officer shall proceed promptly with the hearing, shall receive testimony and evidence offered by the employee and the complainant, shall summon witnesses, and shall require the production of records and other data deemed appropriate to the hearing and the determination of the discipline.

3. The Impartial Hearing Officer shall not make any investigation except for the purpose of determining whether there is pertinent testimony or evidence which has not been produced; and any witnesses or evidence produced at the request of the Impartial Hearing Officer shall be presented at the hearing.

4. The procedure at and conduct of such hearings and all incidental proceedings shall be determined by the Impartial Hearing Officer.

5. The Impartial Hearing Officer may grant adjournments and postponements which are deemed warranted and may impose a penalty up to and including termination should an employee or his/her representative fail to appear at the hearing without obtaining prior approval of such adjournment or postponement. The party requesting the adjournment or postponement shall bear the full cost of such adjournment.

6. In the case of major discipline before an Impartial Hearing Officer, a stenographic record shall be kept of all hearings.

F. Repeated Offenses

Disciplinary action may be taken against an employee for repeated violation of rules and regulations or repeated neglect or failure to perform duties or other repeated conduct warranting disciplinary action, even though disciplinary action has previously been taken separately with respect to some or all of the series of transactions upon which such notice or charge is based; but only if such repeated conduct is charged as a separate offense.

G. Waiver of Rights, Resignations Pending Disciplinary Proceedings

1. An employee may waive the right to have a Notice or formal Charges filed and may waive the right to a hearing, and may do so either before or after the hearing has commenced. All such waivers must be in writing. In addition, the failure to appear at a hearing after notification shall constitute a waiver of such hearing unless the Impartial Hearing Officer shall find such failure excusable.

2. An employee may resign at any time, and in that event any disciplinary proceedings against the employee shall terminate, but unless the Notice or Charges are withdrawn they shall be filed with the employee's record and entry made in such record "Resigned under Notice pending disciplinary hearing" or "Resigned under Charges pending disciplinary hearing".

H. Temporary Suspensions Without Pay

1. Any employee may be temporarily suspended without pay in accordance with these procedures pending the preparation of the Notice or Charges and the completion of the disciplinary proceedings (but not for more than two weeks without the approval of the Labor Relations Manager of the Labor Relations Department) and such temporary suspension shall not be deemed to constitute disciplinary action unless the notice of formal charges are thereafter sustained.

2. Port Authority facility management or Labor Relations Department staff shall, whenever feasible, notify the appropriate BTU Business Representative whenever a BTU represented employee is to be suspended without pay. The Union, whenever feasible, shall have an opportunity to meet with facility management prior to implementing the suspension.

3. If the Notice or Charges are sustained and if disciplinary action is taken, such disciplinary action shall be effective as of the day upon which the employee was suspended.

4. Except as provided above, the employee shall be restored to duty either prior to or upon the completion of the disciplinary proceedings and shall then receive full pay for the period of the temporary suspension without pay.

5. Nothing contained in this discipline procedure shall be deemed to prevent suspending employees with pay pending the preparation of the Notice or Charges and the completion of disciplinary proceedings or for other administrative purposes.

I. Major Discipline Before Impartial Hearing Officer

1. *Form of Charges* -Charges shall be in writing, and each Charge shall be a brief statement of the alleged offense.

Example:

CHARGE 1
Substantial and Repeated violations of rules and regulation of the Port Authority of New York and New Jersey.

SPECIFICATION 1
Employee failed to report to work on time on the 13th, 15th, 17th, 24th, and 27th day of January, 2003, in violation of Rule 5 of "General Rules and Regulations For All Port Authority Employees," which provides that "Being in the proper place at the proper time constitutes a part of the work just as much as any specific duties. Therefore, excessive absence or tardiness may be considered sufficient cause for disciplinary action."

2. *Signature of Charges* -Charges shall be signed by the complainant, who need not be an officer, employee or agent, or otherwise connected with the Port Authority of New York and New Jersey.

3. *Filing Charges* - The Labor Relations Department confers with the complainant and assists in the preparation of Charges. The Labor Relations Department administers the processing of all major disciplinary proceedings.

Whenever Charges are made by a Port Authority employee it shall be transmitted to the complainant-employee's Department Director. Whenever a Charge is made by a person not connected with the Port Authority, it shall be transmitted to the Department Director of the employee sought to be disciplined.

4. *Time Limitation* -Charges should be filed in a timely manner, as close as possible to the occurrence upon which the Charge is based or the date when the Port Authority should reasonably have known of the same. Notwithstanding the foregoing, Charges filed with a Department Director more than one (1) year after the Port Authority should reasonably have known of the commission of the offense shall be void.

5. *Action by Director* - Upon receipt of the Charges and after such preliminary investigation as necessary, the Department Director shall either:

i. Return the Charges to the complainant for correction in the event that they do not conform to the required form of Charges;
ii. Direct that the Charges be dropped; but in case the complainant is not a member of the employee's department or office only with approval of the Labor Relations Manager of the Labor Relations Department.

iii. If a hearing is necessary, forward the Charges to the Director, Labor Relations Department for action;

iv. In case the employee against whom Charges are made is a member of another department or office, refer the Charges to the Director of such other department or office, who thereupon shall take one or another of the types of action specified above.

6. *Action by Director, Labor Relations Department* - The Director, Labor Relations Department, upon receipt of the Charges and after such further investigation as necessary shall either:

i. Direct that the Charges be dropped; or,

ii. Refer the Charges to an Impartial Hearing Officer for hearing.

7. *Service of Charges and Notice of Hearing* -

Charges shall be served upon the employee and direct the employee to appear for a hearing. The Charges and/or notification of hearing may be served personally, by registered mail, or by Federal Express or United Parcel Service Overnight Delivery at the last known address of the employee on file with the Human Resources Department of the Port Authority.

8. Findings - As promptly as practicable following the conclusion of a hearing the Impartial Hearing Officer shall make findings. The findings shall be in writing and shall refer to each separate Charge and shall state whether each Charge is "sustained" or "not sustained." The Impartial Hearing Officer, if he/she desires, may accompany the findings with opinions in writing explaining the reasons for such findings.

The Impartial Hearing Officer shall make a determination of the appropriate disciplinary penalty if the Charges are sustained, and in doing so may receive and consider records of prior disciplinary proceedings.

The findings of the Impartial Hearing Officer shall be final and binding on the Port Authority, the BTU, and the employee, and may be implemented immediately and without further action or review to the extent permitted by and in accordance with applicable law.

J. Minor Discipline Before Impartial Hearing Officer

1. When management deems that disciplinary action should be taken, the employee shall be served with a NOI, with a copy to the Labor Relations Department and to the appropriate representative of the BTU, of the facts upon which such action is based and the requested disciplinary penalty.

2. If requested, a meeting shall be scheduled between management, the employee, the BTU representative and a representative of the Labor Relations Department, to attempt resolution of the pending NOI.

3. If a meeting is requested and resolution is not attained or if a meeting is not requested, the Labor Relations Department representative and the BTU representative shall agree to the appointment of an Impartial Hearing Officer and to a mutually convenient date for hearing at which time the Impartial Hearing Officer shall receive evidence and testimony.

4. The Impartial Hearing Officer is encouraged to render his/her findings, determinations and disciplinary penalty, if any, on the hearing date. Such decision shall be in writing and shall be final and binding on the Port Authority, the BTU and the employee.

K. Local Administrative Disciplinary Procedures applicable to classes represented by the International Union of Operating Engineers

The following procedure shall apply in lieu of the procedures specified in paragraphs I and J, above. A Facility or Division Manager may, after consultation with the Labor Relations Manager, administer initial discipline for minor violations of Port Authority rules and regulations. For all such offenses charged in connection with any one violation, the amount of penalty will be no greater than the equivalent of five days' pay.

PROCEDURE

1. When a supervisor deems that disciplinary action should be taken in connection with an alleged violation by an employee, he shall notify the employee in writing, with a copy to the appropriate representative of the BTU, of the facts upon which such action is based and shall at the same time schedule a meeting with the manager and the employee involved. The employee's representative may attend this meeting.

2. At the meeting, the manager will interview the supervisor and the employee. The purpose of these interviews will be to permit the manager, the supervisor and the employee to develop pertinent facts and to permit the evaluation by the manager of the circumstances leading to the alleged violations, and result in the determination by the manager of appropriate action. If additional information is needed, the manager will make arrangements to elicit same, and if necessary arrange for a subsequent meeting.

3. Within fifteen days after the above meeting, the manager shall inform the employee, in person, of the action to be taken and the reasons for this action. A comprehensive written report of the manager's determination and findings will be presented to the employee at this time. Copies of this determination will be transmitted to the Labor

Relations Manager and to a representative of the BTU. If the employee accepts such determination, he will signify his concurrence in writing.

4. If the employee does not accept such determination, he may appeal the determination to the appropriate Department Director within fifteen days of the issuance of the determination. Such appeal shall be in writing, setting forth the basis for appeal, and may be in the form of a letter or memorandum addressed to the Director.

5. If an employee appeals such determination, the Director or his designee shall review all pertinent data, conducting such interviews as he may elect, and render a written determination in the matter to the said employee within fifteen days of receipt of the appeal.

6. If the employee disagrees with the determination of the Department Director, he may, within fifteen days of the issuance of the determination, appeal in writing to the Labor Relations Manager for final reviews, said appeal to be in the form of a letter or memorandum addressed to the Labor Relations Manager.

7. The Labor Relations Manager, acting for the Director of the Labor Relations Department, must reply in writing to the aggrieved employee within thirty days. Such reply will be final and binding on the Port Authority, the BTU, and the employee. Failure on the part of an employee to make his appeal within the prescribed time limits will result in the acceptance of the recommended discipline. Failure on the part of any management representative to inform the employee of disciplinary action within the prescribed time limits will result in the charges against the employee being waived.

EXHIBIT M - HOLIDAYS

All permanent, probationary and project employees in the covered membership are entitled to the twelve (12) full paid holidays enumerated below or paid days off in lieu of holidays, depending on the operational requirements of their assignments.

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

EXHIBIT N - CATEGORIES OF PORT AUTHORITY EMPLOYMENT

Office of the Executive Director
The Port of New York Authority

PAI 20-1.01
Revised July 10, 1970

I. Introduction

This instruction describes the categories of employees in the Port Authority based on employment status, tenure of office, pay plans and benefits and nature of work. These categories are used else- where in the Port Authority Instruction System in referring to employees.

II. Categories Based on Employment Status

An "Employee" is any person regularly employed by the Port Authority upon a salaried basis whose compensation is computed on an hourly, daily, monthly, or yearly basis and who is not an outside consultant.

A. A "Permanent Employee" is any employee who has been continuously employed by the Port Authority for more than twelve months, except a person who is within one of the categories provided in subdivision C, 1 and C, 2 below. "Continuous employment" or words of similar import, means uninterrupted employment by the Port Authority, in any position or positions. Time spent on authorized vacation, sick leave or other authorized or excused absence with pay, is included in computing the period of continuous employment.

B. A "Probationary Employee" is:

1. any person hired for a permanent position, who has not completed twelve months of service with the Port Authority, which is the working test period required for qualification as a permanent employee; or

2. a permanent employee who has been promoted, transferred, or reassigned to a new position, and is serving a working test period before attaining permanent status in the new position. The probationary periods are:

a. six months, for employees promoted, transferred or reassigned to Pay Plan B positions or to high level supervisory Pay Plan C positions. (The Personnel Director maintains a list of the Pay Plan C positions requiring six-month promotion probation.)

b. three months. for employees promoted, transferred or reassigned to all other Pay Plan C positions.

C. A "Temporary Employee" is any person - -

1. who has been hired for a fixed period of employment, whether for more or less than twelve months; or

2. who has been hired to fill a position vacated either by an employee who has entered the armed forces of the United States of America, or by an employee absent on an authorized leave of absence.

D. An "Outside Consultant" is any person specifically hired or retained by the Port Authority in a consultant capacity and/or to render special services of an expert or specialized nature, and such person shall be deemed to be an outside consultant whether or not he is paid upon a per diem, monthly, yearly, or fee basis.

III. Categories Based on Tenure of Office

A. An "Unclassified Employee" is one holding the position of Deputy Executive Director, Department Director, or a top management position approved by the Operations Committee and who may be removed by the Executive Director with the approval of the Chairman of the Committee on Operations, for any cause or reason under procedures established by the Executive Director and filed with the Committee on Operations.

B. A "Professional and Managerial Employee" shall mean any employee occupying a position to be specifically designated on a list to be promulgated by the Executive Director and filed with the Committee on Operations and the Secretary, and which shall, in general, include employees occupying positions which require a high degree of formal education or specialized training, those holding supervisory or managerial positions or positions of a confidential nature. These employees may be removed by the Executive Director with the approval of the Chairman of the Committee on Operations, for any cause or reason under procedures established by the Executive Director and filed with the Committee on Operations.

C. A "Classified Employee" is one holding a position that is not included and described in II, C; II, D; III, A; and III, B above and who shall be removed only after a hearing under the applicable rules and regulations of The Port of New York Authority, which shall provide that the removal, dismissal, transfer or demotion of such employees shall be subject to the approval of the Committee on Operations.

IV. Categories Based on Pay Plans and Benefits

The Personnel Department maintains a listing of pay plans which includes the position titles assigned to each plan to assist in the administration of employee salary and benefits.

A. Pay Plan A employees are the top management positions of the Port Authority including the Executive Director. Deputy Executive Director, Department Directors and others designated for inclusion in this plan.

B. Pay Plan B employees are the following:

1. Pay Plan EXB consists of professional and technical classes involving engineering, architectural, materials testing and inspection activities.

2. Pay Plan FM consists of supervisory classes responsible for supervising facility maintenance and craft activities.

3. Pay Plan FO consists of supervisory employees responsible for supervising facility operations activities excluding maintenance, police and toll collection functions.

4. Pay Plan FP are supervisory employees responsible for supervising police activities.

5. Pay Plan FT are supervisory employees responsible for supervising major facility toll collection activities.

6. Pay Plan DB consists of non-field supervisory classes responsible for directly supervising office or clerical functions and also technical and specialist classes which do not require the degree of education or formal training associated with general administrative, managerial or professional duties.

7. Pay Plan B are managerial and professional employees who are not included in paragraphs 1 through 6 above.

C. Pay Plan C Employees are the following:

1. Pay Plan DC - consists of classes engaged in technical or specialized activities not fundamentally clerical, facility maintenance, or operations in nature.

2. Pay Plan C - are all other employees not listed above.

V. Categories Based on Nature of Work

A. Field Employees are those in the Operations, Maintenance, Craft, and Police, Toll Collection or Field Engineering Classes.

B. Non-Field Employees are those in the Managerial, Administrative, Professional, Technical or Clerical Classes.